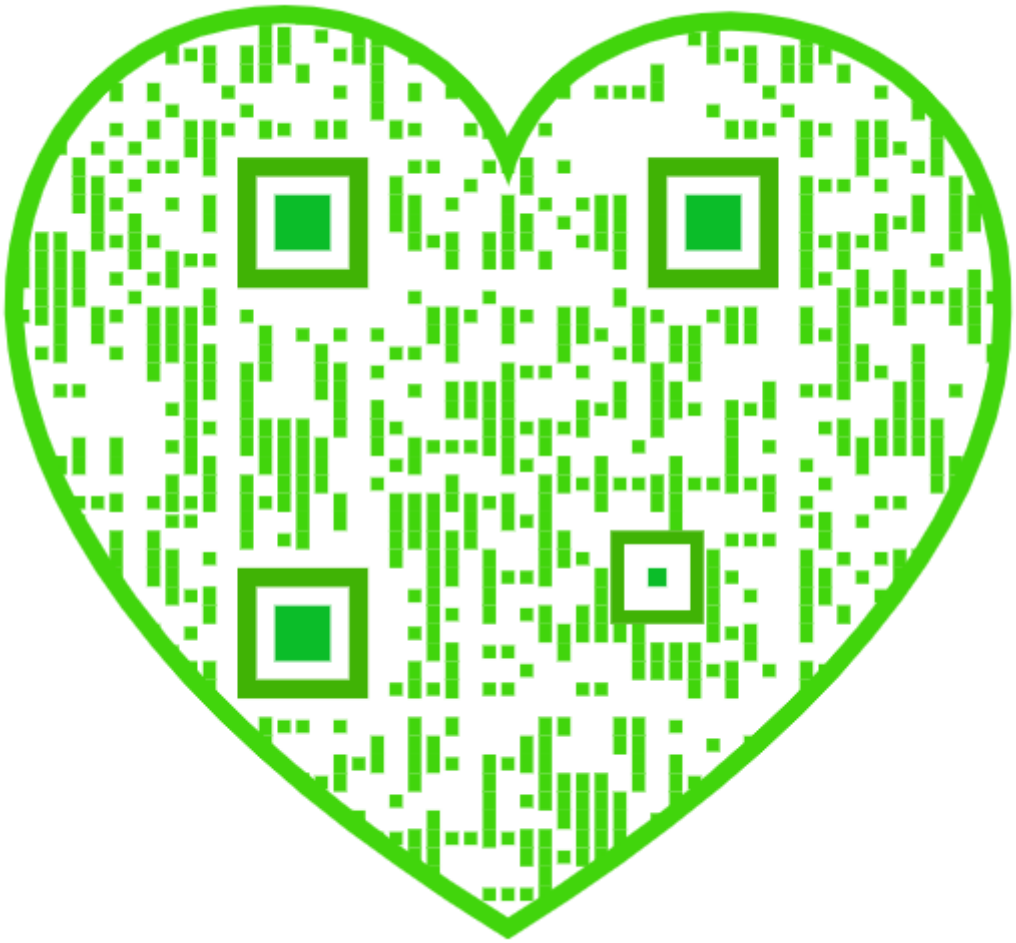

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THE HORSE:

Its Selection and Purchase

Thoroughbred mare and foal.

THE HORSE:
Its Selection and Purchase

Together with the Law of Warranty, Sale, &c.

BY

FRANK TOWNEND BARTON, M.R.C.V.S.

Author of "The Practice of Equine Medicine,"
"Our Friend the Horse," "The Age of the Horse,"
"The Veterinary Manual," "Breaking and Training Horses," etc.

Illustrated

LONDON

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PREFACE.

THE object of this book is to show buyers of horses what to select and what to reject when purchasing without professional guidance. Veterinary Surgeons too often make a distinction—a convenient one—between the terms "practically" and "legally" sound. For instance, a horse may have some slight defect, not likely at the time nor indeed at any future date to interfere with its working capabilities, and the animal may in fact be likely to prove just as serviceable as one free from the defect. Such a horse would be spoken of as being "practically" sound, but soundness at law means that the animal is entirely free from any defects which at the time or at any subsequent date could interfere with its usefulness. At law a horse is *either sound or unsound*, no matter how trifling the defect from which it may be suffering.

Defective conformation does not constitute unsoundness; yet, as it may predispose an animal to injury, it may rank as being on the border line. The chapter on "Conformation" is intended to give the reader a general idea of the good and bad points of a horse. Although it must be a very difficult matter for an amateur to form a correct, or even a fairly correct, estimate as to the usefulness of a horse in the absence of considerable practical experience, it is hoped that the information given on this point may be found of real practical use.

The book does not profess to deal with every disease to which a horse may be subject, but with those only which

might escape attention in the absence of any examination prior to a purchase or sale. For instance, glanders, skin diseases, such as mange, etc., would, of course, be so obvious that any description of them must necessarily be quite superfluous in a work of this scope.

Every effort has been made to avoid the use of technical terms, and when any other terms than those of a purely technical character could not be found as sufficiently precise, the author has taken care that the popular terms should also be given.

It is unfortunately only too often the case that the buying and selling of horses not infrequently lead to disputes. For the assistance of buyers and sellers equally the main facts relating to warranty, breach of warranty, representation, etc., have been given in this book, and the author hopes that they may be the means of settling disputes which otherwise might drift into the courts of law.

It may well be argued that for anyone to purchase a horse without professional assistance is to be "penny wise and pound foolish."

The author certainly holds this view, and would advise any intending purchaser to consult a member of the Royal College of Veterinary Surgeons whenever it may be possible to do so. Circumstances, however, may sometimes render this not only inconvenient but even impossible, and it is just in such cases that the value of this book should be felt.

F. T. BARTON.

February, 1907.

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HORSES:

THEIR SELECTION AND PURCHASE.

CHAPTER I.

External Conformation of the Horse.

By this term we mean the study of the animal in outline, and the development of external parts in relation to one another. In order to become a judge of a horse's conformation it is necessary for the amateur to become acquainted with the names of the different regions. It is not necessary to acquire any anatomical knowledge beyond that of a very elementary nature, but it is necessary that he should use his powers of observation, and cultivate this as much as possible. This can be done wherever there are horses, so that comparisons can be drawn. For instance, compare the forearms, the pasterns, the feet, etc. It will be at once evident that very great differences exist;

and, in this way, the observer will learn to appreciate between parts that are of good conformation and those which are indifferent, or even bad. In other words, an ounce of practical instruction will be equal to a pound of theoretical teaching. At the various agricultural and other horse shows, it is customary for such societies to select judges who have become famous as breeders of particular varieties; and at many local shows one sometimes sees a judge officiating who knows very little more about the animals than the animals do about him. The veterinarian, owing to his superior knowledge of the anatomical conformation, and in virtue of his special training in other ways, should constitute the most reliable judge of horses. No amount of experience in the breeding of animals will enable a man to grasp his subject in the same easy manner in which it comes to the veterinarian. His constant association with horses enables him, at a glance, to detect faults which would escape the notice of an ordinary observer. For convenience of study, it is usual to divide the external anatomy into different regions, and, following the usual course, the writer will first of all describe the head.

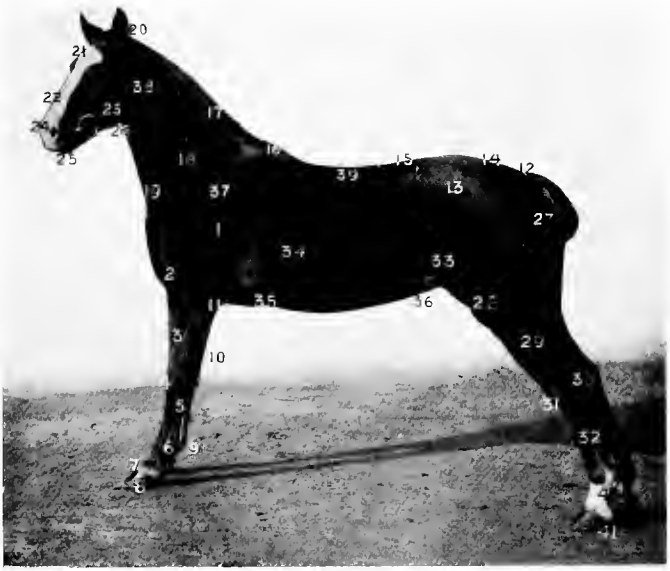
The Head.

A glance at a horse's head affords evidence as to whether it is of good, bad, or indifferent breeding. It varies in its size, in its outline, and in the expression upon the face. A saddle horse should have a small head, small ears, a thin muzzle, and a wide under-jaw; the skin ought to be thin, and the various prominences upon the skull should be seen in outline through the skin. Wide nostrils are necessary for a fast horse, and the degree of development in this region attains its highest perfection in the race horse. In many cart horses, more especially in most pedigrees—Clydesdales and Shires—the nasal bones are convex, and this confers upon the nose the prefix "Roman"—Roman-nosed. It is regarded as a mark of beauty in this region. If a saddle horse has a heavy head, it makes it bear heavily upon the hands of the rider, and the horse is more liable to stumble than one with a gracefully-carried, light, head. The carriage of the ears is, to some extent, an indication of the animal's temperament. These organs should be small, carried erect, thin, and covered with short, fine, soft hair. Fine hair is an indication of good breeding, and all horses that have come from

pedigree stock have usually hair of this description. The term "lop" or "lob" eared is applied when the ears are large and coarse, and carried in a sluggish manner, as though the animal had not proper control of its ears. The eyes should be full and prominent, and in Welsh ponies, a prominent eye is characteristic of the breed. Small, concealed, sunken eyes, are very often indicative of a vicious temperament, and anyone who has studied the expression of a horse's eyes, can usually glean information regarding the animal's character. In Shire horses, the forehead should be broad, the muzzle fine, and have a tassel of hair; this is a characteristic of the true Shire. In all ponies the head should be small, and clean in its outline. When the lower and posterior borders of the jaws are thick, together with coarse hair growing therefrom, one may take this as indicative of inferior breeding. In Clydesdale horses, also in some Shires, there is a strip of white extending up the face. This is the so-called "blaze" or "ratch."

The Neck.

A well-developed neck is an essential point of beauty. No neck, no horse. Many horses are very "weedy" in the region of the neck, and a



POINTS OF THE HORSE.

1. *The Shoulder.* 2. *The Arm.* 3. *The Fore-arm.* 4. *Knee.* 5. *The Cannon.* 6. *The Fetlock.* 7. *The Coronet.* 8. *Hoof.* 9. *Ergot or Footlock.* 10. *The Chestnut or Castor.* 11. *Elbow.* 12. *Croup.* 13. *Angle of Haunch.* 14. *Quarters.* 15. *Loins.* 16. *Withers.* 17. *Crest.* 18. *Neck.* 19. *Jugular Furrow.* 20. *Poll.* 21. *Forehead.* 22. *Nose.* 23. *Cheek.* 24. *Nostrils.* 25. *Lips.* 26. *Throat.* 27. *Buttocks.* 28. *Stifle.* 29. *Gaskin.* 30. *Point of Hock.* 31. *Front of Hock.* 32. *Cannon.* 33. *Flank.* 34. *Ribs and Chest.* 35. *Floor of Chest.* 36. *Floor of Belly.* 37. *Collar-bed.* 38. *Posterior Angle of Jaws.* 39. *Back.* 40. *Quarter of Hoof.* 41. *Pastern of Hind Leg.*

[*Facing page* 5.

purchaser should take particular note of this part. To be typical, the neck should be a proportionate length according to the breed, and its upper border should show a well-developed crest. But this is influenced by sex, age, and condition. If a horse has been left entire for several years the crest becomes well developed, though this disappears, to a considerable extent, if the animal is subsequently castrated. A saddle horse must not have a thick heavy neck, but the neck should stand well on the shoulders, and have a somewhat lofty carriage, but not so much so, that the head is directed upwards, to constitute the so-called "star gazer." All thorough-bred and trotting horses should have a long neck, with an inclination to horizontal carriage. In Clydesdales, Shires, Suffolks, and other cart horses, the neck should be thick and deep from the upper to the lower border, but particularly powerful towards its junction with the shoulders, with which it should imperceptibly blend. In the Hackney or roadster, more especially those of pedigree stock, the neck is usually of good conformation, and well carried. When the neck is arched downwards, the animal is spoken of as "crest fallen" or "ewe necked." It has been argued that a horse's neck cannot be too short,

and that a long neck, by adding to the weight, wears out the legs and feet quicker than a short neck, and also, that it renders the animal more liable to stumble. Judges are very keen on quality in this region, and any tendency towards weediness, is looked upon with disfavour.

The Withers

Constitute the point for measuring the height of a horse. Some horses have high withers, others have low. The withers are bounded in front by the mane, behind by the back, and on either side by the upper border of the shoulder-blades. A saddle horse should be high in the withers in order to prevent the saddle from shifting forwards. Race horses are usually high in the withers, and horses that have this conformation are said to stand "well up before." A purchaser of a horse usually desires the animal to be of some specified height, and expresses his wants to the dealer in accordance with his wish. For instance, let us suppose that he requires a horse 15.2. The dealer may then tell him that he has an animal for sale exactly this height, and proceed to measure the horse in the presence of the purchaser, who may be satisfied as to the correctness of his measurements. The

Cleveland Bay stallion.

[*Facing page* 6.

dealer may measure this same horse for another would-be buyer, who requires an animal at fifteen hands, and measures it in his presence. It is an easy matter to make a horse appear one or two inches higher or lower than he really is by placing him upon a stone or sloping ground, and this practice is commonly done in dealers' establishments. If the purchaser wishes to ascertain the correct height he should take the animal on to a level road, and measure it for himself. Some horses have very ugly withers, being much too humpy in their region.

The Chest.

No matter what breed of horse, depth of chest is of primary importance, because it indicates plenty of room for free play of heart and lungs. The lower front boundary of the chest is formed by the breast or brisket, and a large proportion of the chest wall is under cover of the shoulders, and it is at this part, where its greatest depth exists. The side walls of the chest are formed by the ribs and their muscles, etc., and the roof of the chest is made up of the upper borders of the ribs, and the junction of these with the bodies of the dorsal vertebræ. Cart horses should be well sprung in

the ribs, in order to increase the transverse diameter of the chest. The breast of these animals should also be broad; in fact, this indicates the width of the chest. In horses required for fast work, a wide breast is distinctly objectionable, because it hampers the movements in front. The chest differs very much in its width and depth. In some horses it is narrow, and the fore legs stand close together. This gives the animal the appearance of being very narrow in front, detracting from its beauty.

The Back, Loins, and Croup.

The back begins behind the withers and is continued into the loins, the latter ending on about a level with the angle of the haunch, at which the croup commences. The conformation of the back varies, but it must always be in proportion to the size of the animal. Trotters and thorough-breds are long in the back, loins, and croup. But cart horses and Hackneys, to be typical, must be of medium length, and the contour form a graceful curve. A short back is desirable for carrying great weight, and a long one for rapid progression. For a lady's saddle horse, a short back is objectionable, because it renders the paces uneven. A hollow-backed horse is objectionable for carting

purposes, or for harness work of any kind, though it may be a comfortable one for hack-work. A powerful back and loins constitutes a point of beauty in any horse. If the loins are arched upwards, the animal is what is termed "roach-backed," and a back of this description brings the fore and hind limbs too near together during movement. A narrow-loined horse has no pulling power, compared to one in which the loins are broad, and clad with well-developed muscles.

The Croup.

This begins at the termination of the loins, and ends at the tail. What is termed a drooping croup is not a good one, the inclination to the horizontal being preferable. In Irish horses the croup is usually short, and has an abrupt decline.

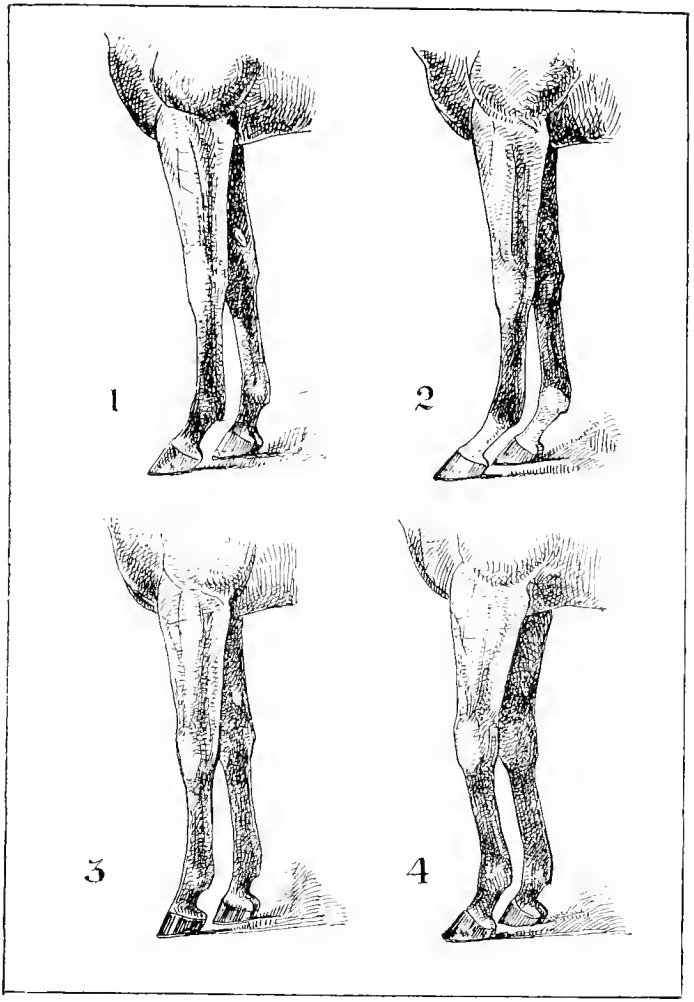
The Quarters.

The quarters proceed from the croup on either side, and it is an essential point of beauty in every horse to have width and depth of quarters. There is a tremendous mass of muscle situated on the quarters, and unless the horse is well developed in this region, it will never have that degree of

power essential for progression and for drawing heavy loads. In old horses, the quarters lose their fulness, and the outline of the muscles begins to make its appearance. Some horses are far too narrow across the haunches, whereas others are wanting in depth; if the latter, the animal is generally of slow action. Wasting of the muscles of the quarters sometimes follows upon disease, so that it is advisable to compare the right and left quarters, for any appreciable difference in size. A practice that exists amongst dealers of cart horses is that of plaiting the tail before the animal is exposed for sale. This apparently gives increased width to the quarters. In brood mares the quarters should be broad, which implies a wide pelvis.

The Barrel.

This term is applied to that portion of the body which lies between the shoulders and the haunches. For saddle purposes a flat-sided horse is more comfortable than one in which the barrel is round. In harness and cart horses this region should be round, implying that the ribs are well sprung and that the abdomen is deep in the region of the flank. A flat-sided, short-ribbed horse, pen-



FORE LIMBS.

1. A good type of fore limb.
2. Pasterns too long and much too sloping, thus a poor weight-carrier.
3. Pasterns too straight and short; hoofs too short, and too high at heels.
4. Shaky and weak knees, constituting the so-called "break-down," so common with race-horses.

[*Facing page* 10.

dulous in the belly, is, in stablemen's language, called "washy." The flank should be short and thick, so as to give good coupling between the "middle piece" and hind limbs.

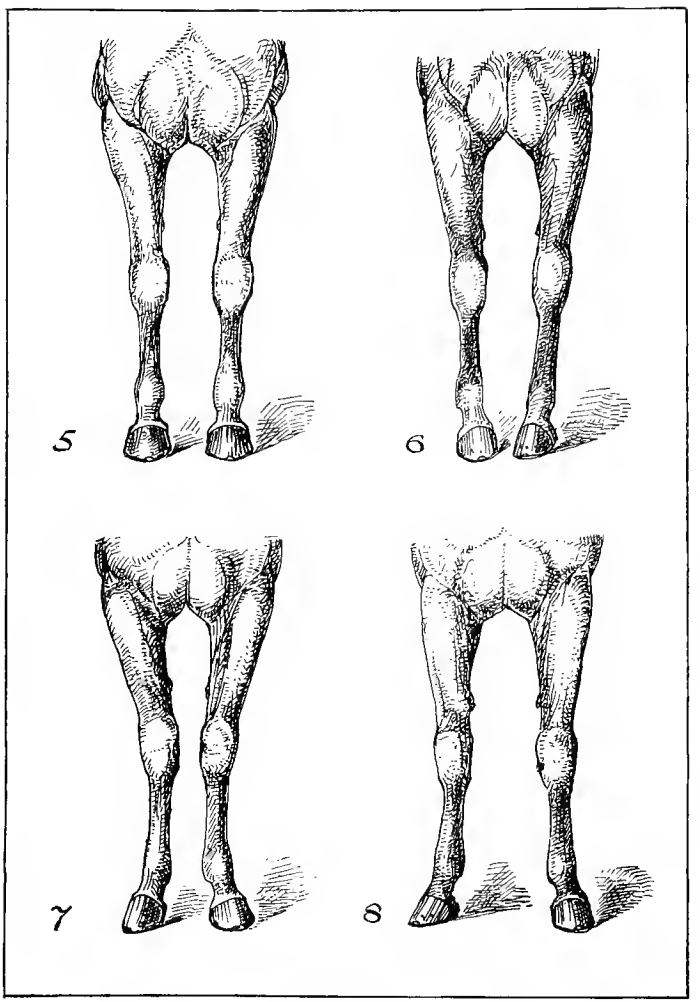
The Fore Limbs.

The fore-limb comprises the shoulder-blade or shoulder, the arm or humerus, the fore-arm, the cannon, the pastern and the foot. There is a remarkable difference in the conformation of the limbs of a horse, not only as regards their position in relation with other parts of the body, but also in their shape, length, and thickness. It is convenient to speak of such as being good, bad, and indifferent. When the limbs are of good conformation and well placed, they constitute a valuable asset to the possessor. If a horse has good limbs it is worth a great deal more, commercially, than a horse with bad or indifferent ones. Studying the regions in the order named, the author will, first of all, consider the shoulder. The front boundary of the shoulders is formed by the root of the neck, above by the withers, below by the arm, and behind with the ribs. Gracefully turned shoulders are *sine quâ non* in every variety of horse, and judges are very keen

on quality in this region. Some horses' shoulders are very badly shaped, and this may arise through a tendency towards weediness in the neck. The development of the neck and shoulders in the Suffolk horse affords an instance of remarkable strength in this region, and these animals have no superior for collar-work. A badly-shaped shoulder predisposes the skin to be easily abraded; in other words, to collar-galls. The area of the shoulders is almost always better defined in cart horses, than it is in lighter-bred animals. The shoulders should always be deep; extensive; and of good muscular development, more especially in the Hackney; and the hunter. The free play of the shoulders constitutes one of the most important parts about a hunter. In thorough-breds and trotting horses the shoulders are long.

The Arms.

The bone of the arm (*humerus*) joins the lower end of the shoulder-blade to form the shoulder joint, and, with the upper end of the fore-arm, it unites at the elbow joint. The point of the elbow is formed by the "ulna" at its summit. The position the arm occupies is best seen from the front, because it constitutes the lateral boundary



FORE LIMBS.

5. A good type; chest broad, legs well under chest, and straight upright cannons.
6. Narrow chest; hoofs turned in; likely to prove a speedy-cutter.
7. Knock or calf-kneed; weak carrier, and bad walker.
8. Legs too far apart; bad weight carrier.

[*Facing page* 13.

of the brisket. For cart and van horses, medium length of arm is the best. The arms are particularly powerful in Clydesdales, Suffolks, and Shires.

The Elbows.

The elbow ought to be broad, and its breadth depends upon the length of the bone which projects behind the line of support. Its use is to serve as a lever to certain muscles attached at the point of the elbow, and the longer the lever, the greater the power of the muscles, and the more extensive, the movement becomes. The points of the elbows, to be typical, should be directed neither inwards nor outwards, but in a horizontal plane with the body, though with a slight upward incline. When the points of the elbows are inclined towards the chest, this causes the toes to be turned outwards, whereas if the points of the elbows are directed away from the sides of the chest, it has a tendency to cause the toes to turn inwards. The direction of the elbow has thus a much greater influence upon the direction of the lower portion of the limb than many suppose.

The Fore-arms.

The fore-arm extends from the point of the elbow to the knee, and varies in its length according to the breed. It constitutes a very important portion of the limb, and has a good deal to do with the action. A long, strong fore-arm is characteristic of the race horse, but in the Shire and Suffolk, the fore-arms, though broad and powerful, are inclined to be short. If long, in a saddle horse, at any rate it does not give that degree of pleasantness to the rider, that a horse with a somewhat short fore-arm does. It has been argued, that a hunter, with a long fore-arm, is more inclined to touch his fences, than one in which the fore-arm is short. For a long stride, and quick pace, it is necessary to have a long fore-arm, but for power and slow work, short fore-arms are most desirable.

The Knees.

The conformation of the knees differs considerably; some horses are wanting in width, and depth of knee. There is a so-called calf knee, which is not of good conformation. When horses have done a lot of work, or been prematurely worked,

Clydesdale stallion.

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they often begin to go over at the knees; in other words, become "knee-sprung." The knees should be broad; big, and square in *all proportions*, free from the slightest degree of stiffness; and freely flexed during action; in other words, the animal must have good knee action.

The Shank, or the Cannon.

No matter whatever the breed of horse, judges always give a good deal of attention to this part. What are termed "clean" legs, are those in which the cannons are covered by thin skin, and there is little beyond bone, and tendon, felt when this region is manipulated. Width; breadth; thickness; and proportionate length, constitute essentials of beauty in this region. In Clydesdales, Shires, and most cart horses, the cannon at the back, and sides, is heavily feathered, and the hair should be long and silky. Suffolk horses are particularly good, as a rule, in this portion of the anatomy. At the junction of the cannon and knee, the bone should be broad. If it is narrow, the animal is said to be "tied in below the knee"—a defect. A large percentage of horses are not clean about their legs, the skin being thick, with too much useless material beneath it. This usually indicates a slug-

gish circulation, which leads to "filling of the legs," especially when the animal remains in the stable for a day or two. It is, also, indicative of inferior breeding.

The Fetlocks and Pasterns.

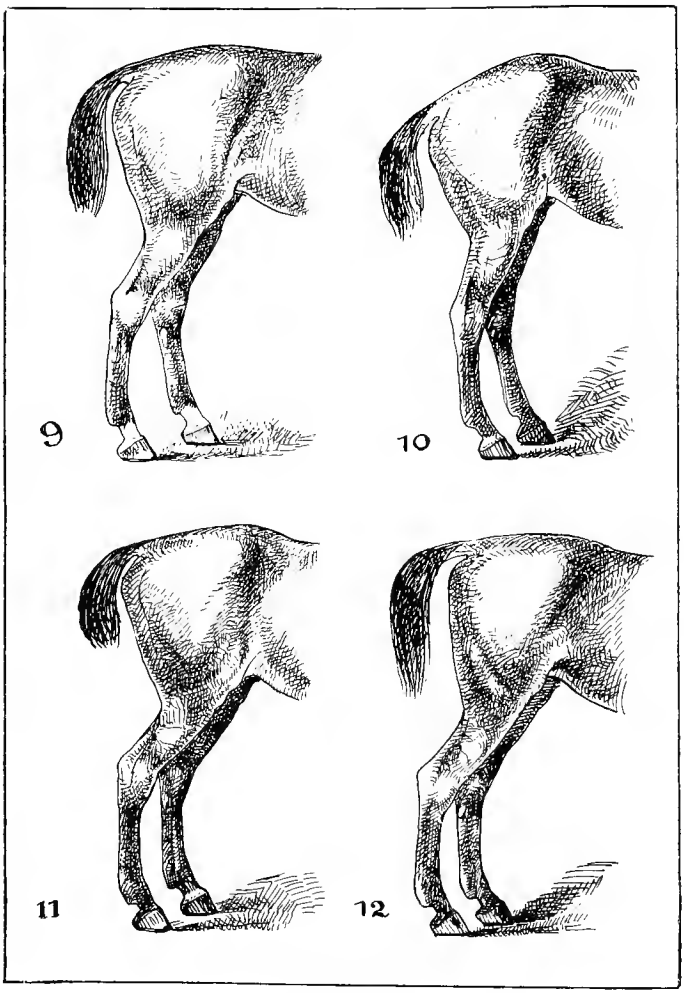
The fetlocks should be free from swelling, no matter of whatever nature. Signs of wear soon become evident in this situation, so that if there is any puffiness about the joint, the reader may know that the animal has done a considerable amount of work. The pasterns may be long or short, broad or narrow, too oblique, or too upright. Broad strong pasterns, with a *moderate degree of obliquity*, are those which are best. Short, *upright* pasterns, are most objectionable; so are those which are *too* oblique, or *deficient* in bone. A long pastern, makes the horse springy in its movements and at the same time an agreeable animal to ride, but it favours sprain of the tendons. A *short* pastern and one that is *upright* makes a hack very unpleasant to the rider. Sometimes one pastern will be found more upright than the other one, and this is usually indicative of lameness either past or present. Diseases affecting the pastern are common both in light and heavy horses, but particularly

so with the latter; therefore it is necessary, when selecting an animal, to compare both pasterns. The degree of obliquity in the pasterns should vary in accordance with the nature of the work that the animal has to perform, the weight he has to carry, and the speed at which he will be required to travel. For speed a long pastern is desirable, but for weight, a broad, thick pastern, of medium length, is the most suitable.

The Foot.

No matter what variety of horse it be, sound, well-formed feet are essentials. The fore feet are much more frequently affected with disease than the hind ones, owing to the fact that they are compelled to perform a greater degree of concussion, and they have to support more weight than the hind ones. The position of the limbs in relation to other parts of the body has, unquestionably, an influence upon the wearing of the feet. The preservation of the feet constitutes one of the first essentials of horse management, and a good groom, together with a good shoeing-smith, may largely contribute towards this end. Feet that are constantly shod with leathers, and pads, are not good ones, and these artificial agents materially interfere

with the healthy functional activity of the feet, and no one should purchase a horse, without first of all having the pads, or leathers, removed. If a horse has low heels, avoid purchasing it, because this condition predisposes it to bruise the sole, and structures within the hoof. A good foot should be nearly round, perfectly smooth, free from cracks or rings, moderately high at the heels, blueish in colour, show a marked convexity on the sole, whilst the horn should be neither dry; brittle; nor mealy; but when the sole is cut with a knife, it should contain sufficient moisture to enable its removal in the form of sound parings of horn. The "frog," or foot pad, must not be shrunken, but should be full and firm, and its clefts perfectly free from disease. If the sole is flat and the hoof "ringed" in an irregular manner, it may be an indication that the animal has at some time had an attack of founder, most evident in the fore feet. There should be no contraction at the heels, neither should one foot be bigger than its fellow. When examining the feet, the intending purchaser should not forget to look for evidence of such diseases as side-bone, sand-crack, etc. (See chapter dealing with the causes of unsoundness.) Horses that have not good action carry their feet badly; for



HIND LIMBS.

9. Good type of hind-quarters and limbs well-placed in relation to body.

10. Sloping croup; goose rump; legs too much under body; weak carrier.

11. Legs too angular; bad carrier; hocks over-bent.

12. Legs too far from weight of body; bad carrier; hollow back.

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instance, the toes may be turned inwards, or outwards, or the animal may be what is termed a "paddler." Some horses are continually digging their toes into the ground, and this renders them very liable to stumble. What is called "going upon the toe" or the "heels," is usually indicative of disease, and anyone observing this, should have nothing to do with such a horse, unless it be at a trifling price, for work on the land, etc.

The Hind Limbs.

Like the fore, the hind limbs differ in their position, in relation to the body. They may be placed too far backwards, or too far forwards; so, this has a considerable influence in the durability of the limbs. If a horse is standing at repose and the feet opposite to one another, the toe should not be in front of a line falling from the stifle joint. In racehorses it is a distinct advantage to have the toes as far behind this line as possible. In every case, the toes should point directly forwards, free from outward, or inward incline. If the toes turn outwards, this brings the hocks too close together, whereas, if they turn inwards, the hocks are thrown too much from beneath the quarters, and the action becomes a very inferior one. A very frequent,

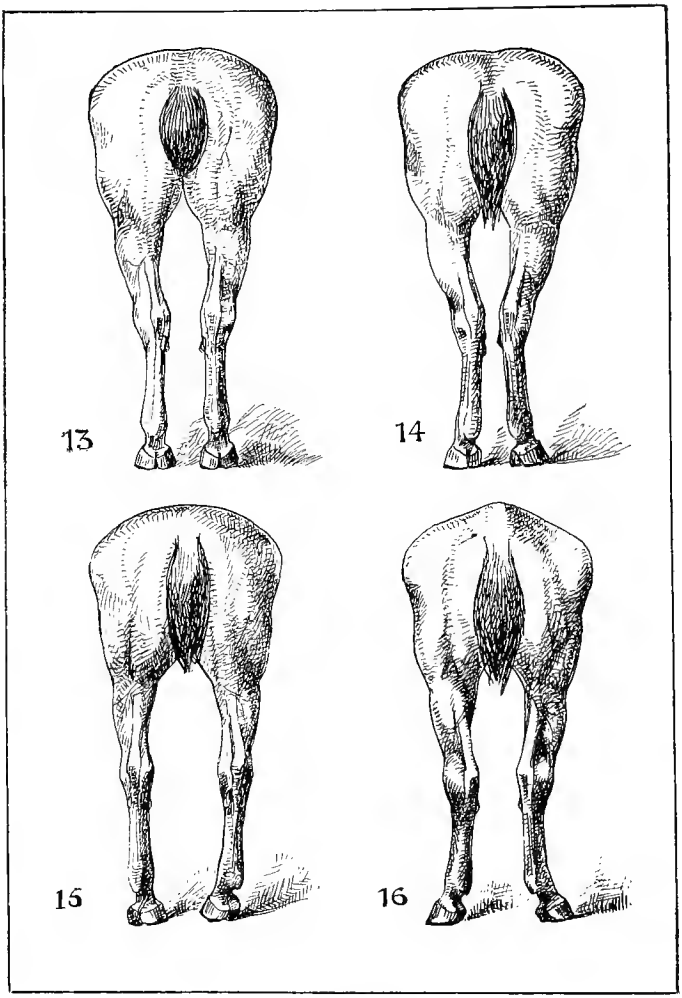
though defective action seen in both light, and heavy horses, is that usually observed in one of the hind limbs in which the whole of the limb exhibits a screw-like movement during progression. The whole limb seems to slip outwards.

The Gaskin.

The term "gaskin" is applied to that region of the leg lying between the stifle and the hock joint. It is really the lower end of the second thigh, and its conformation varies, particularly so in cart horses, in which it is often defective in girth. The gaskin should be of good shape; of moderate length; and well furnished with muscle. In a van horse it is an advantage for the gaskin to be short, though this makes the animal short in the stride. The term "hair-hand" is applied to a horse that is spare in the gaskin.

The Hocks.

Great differences exist in the conformation of the hocks, and they may be classified as good, bad, or indifferent; not only does the conformation differ, but the action also; and it is surprising how few horsemen pay attention to hock action, which is of even greater importance than that of the fore



HIND LIMBS.

13. A good type of hind-quarters; cannon upright, giving good support.
14. Cow-hocked; hocks too close; hoof inclined outward.
15. Round croup; legs too wide apart; a weak carrier and walker, with screw-like movement of off-hind leg.
16. Bad croup; cannons turned too much outward.

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limbs. But a good action in front may so captivate the intending purchaser, that he never sees bad or indifferent action behind. To be of good conformation, the hocks must be broad at their junction with the cannon bones, because, if narrow, the distribution of pressure is very liable to lead to the formation of bone spavin. Hocks of this description are spoken of as being "tied in" below. The short, fleshy, upright hock, is believed to predispose to the production of *thorough-pin*, just in the same manner that the *over-bent*, or *sickle-shaped hock*, favours the formation of curb. When the hocks are viewed from behind, the points of both should look directly backwards and neither turn in nor outwards. The various prominences should be indicated beneath the thin skin covering the hocks, and, when manipulated, the joints should give evidence of being "clean," *i.e.*, there should be no sign of useless tissue beneath the skin, no indication of puffiness, and no sign of disease. Viewed from the front, the joints should be wide and square and, in profile, show width and depth. When the points of the hocks are turned inwards, the term "cow-hocked" is applied. In coarse-bred horses the skin over the hocks is usually thick, and the bony prominences beneath not plainly indicated.

In all foals the hock joints are remarkably large, and give evidence at this age, of what would be called coarse hocks. As there are numerous diseases affecting these joints, the reader should, before purchasing a horse, endeavour to make himself acquainted with the principal ones. This can be done by referring to the section dealing with the "Causes of Unsoundness." The remainder of the limb, does not materially differ, from the corresponding regions in the fore limbs.

Shire horse.

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CHAPTER II.

The Shire or Cart Horse.

ALTHOUGH any cross-bred horse may be suitable for heavy haulage, it is, when selecting a cart horse, advisable to try and choose an animal with some breeding about it. It is not necessary to pay a high price, because very good Shire horses can be bought at prices ranging from seventy-five guineas. Both Shires and Clydesdales are in great demand at home and abroad, and Colonial buyers are constantly exporting some of the best horses from this country. For the heaviest class of work the Shire has certain advantages over the Scottish horse, being heavier in body and shorter upon the limbs. A typical Shire horse should conform to the following conditions: First of all, it ought to have a thin skin, with a superabundance of hair from below the back of the knees and the hock joints; the hair should be long, and silky in

texture, any tendency towards coarseness being indicative of inferior breeding.

Equally important are the feet, which ought to be large; well open at the heels, and free from disease; such as side-bone; sand-crack; false quarter; contraction; flatness of sole, etc., etc.

Every buyer of a cart horse should pay particular attention to see that the animal has well-formed, sound feet, otherwise it is liable to become a source of annoyance, at some future time.

The head should be of proportionate size, and free from coarseness; the neck powerful, showing a well-developed crest, passing below into strong, oblique shoulders, and a short, strong arm.

The fore-arms of the Shire should be short, but stoutly built. Each should end in a broad knee; more especially the breadth should be particularly well marked at the junction of the cannon, whilst the last-named ought to be "clean" and big in the bone. Pasterns should be of moderate length; of good slope, and free from such diseases as ring-bone. If the pasterns are too short, or too upright, they are faulty; the same remark applies when they are too long, or too oblique.

It is important to note the manner in which the fore limbs are carried during movement, because

many cart horses have very defective action in front. When the feet are crossed over each other during movement, it predisposes to bruising of the coronet—an injury always followed by severe lameness.

The writer does not advise the purchase of a horse having limbs of this conformation.

Instead of the toes being turned "inwards," they may be turned "outwards," which is equally objectionable. The same remark applies to the position of the feet of the hind limbs.

The position of the limbs in relation to the body demands some attention. For instance, the fore limbs may be placed *too far backwards*, thus increasing the weight of the fore-hand upon them, or they may be placed *too much in front*, diminishing their share in weight-bearing.

The chest should be of great capacity, its *depth* being measured by an oblique line drawn from below the withers to the inner side of the fore-arm, and its *transverse diameter* is that between one side of the chest wall and the other; *i.e.*, from ribs to ribs. All cart horses must, in the language of a horseman, be "well-hearted," or, in other words, have abundant room for the free play of heart and lungs. The back and the loins should be

strong, broad, and clothed with powerful muscles. If the back is too short it makes the animal defective in power in this region.

Most Shire horses are particularly good in the back, loins, and quarters, but, as in every other variety of horse, weedy specimens are not uncommon.

Broad quarters and a gracefully-turned croup, together with powerful first and second thighs, and clean sound hocks, are a *sine quâ non*.

Take particular notice of the hock and knee action, because a Shire should be a particularly free mover. If it is at all sluggish in this respect do not buy it. The following postulates should be borne in mind when purchasing a horse of this class:

Firstly: See that the horse is sound in its wind; but a veterinary surgeon is the right person to examine a horse before buying it.

Secondly: Do not buy if the animal's sight is not perfectly good.

Thirdly: Remember that such vices as crib-biting, weaving, and wind-sucking, all predispose to disease, and are objectionable habits.

Shire mare.

Fourthly: That broken wind; roaring; and whistling, completely destroys the value of a horse for commercial purposes.

Fifthly: That both string-halt and shivering are incurable diseases, rendering the animal of but trifling value.

Sixthly: That it is better to pay a fair price for a good horse than a low price for a poor one.

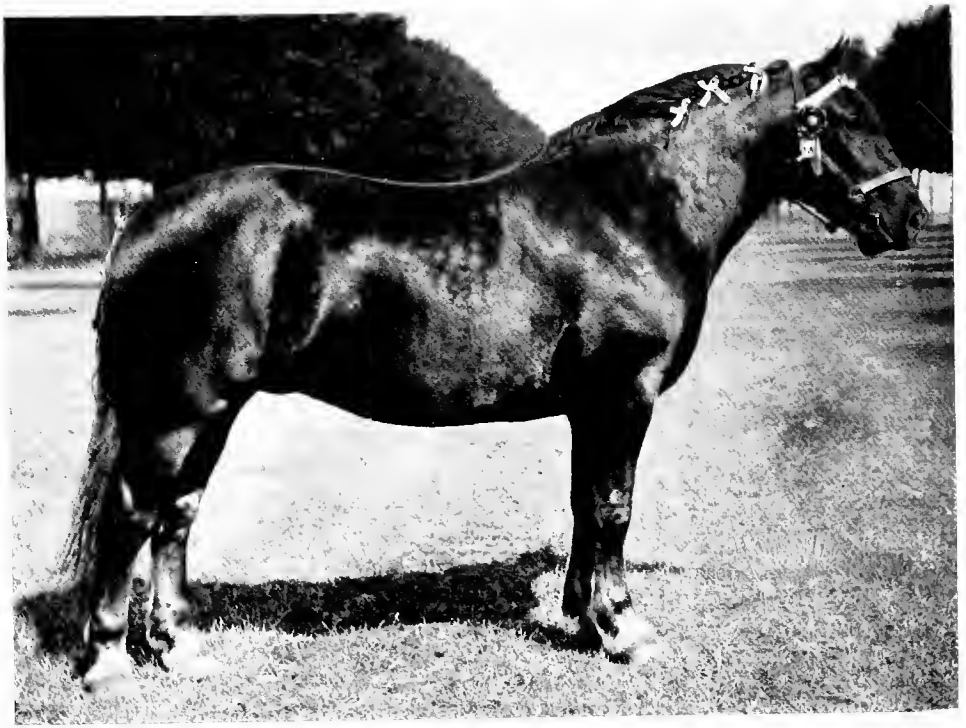
Lastly: That by the employment of a qualified veterinary surgeon, a buyer may save himself many, many sovereigns, along with a lot of useless worry.

CHAPTER III.

The Suffolk Horse.

THIS is an exceedingly useful variety of horse where heavy work has to be performed at a quicker pace than either a Clydesdale or a Shire can do it. Formerly the term "Suffolk-Punch" was applied to these horses, probably because of their round or punch-like appearance. For its size the Suffolk horse is a remarkable "puller," and will shift a load that many a bigger horse is unable to move. The powerfully developed shoulders, arms, and fore-arms, constitute a striking feature of the breed, which, along with their clean limbs, renders them particularly suitable for agricultural work; for brewers; and for the middle-class work of contractors, etc.

The typical colour is chestnut, dark-red chestnuts being the most popular. The correct height is about 16.1 hands. The temperament of the Suffolk



Suffolk stallion.

is usually very good, and the constitution, as a rule, tolerably hardy.

A short, thick neck, with great depth of chest; well sprung ribs; a short compact body; thick flanks; and gracefully-sloping quarters, of great width and power, together with powerful first and second thighs, and clean, well-built hocks, free from disease, along with sound feet, constitute essential points of beauty. Any tendency towards flat-sidedness, shallowness, or narrowness of chest, is decidedly faulty. Very few Suffolks, even when indifferently bred, are deficient in this respect. Compared to all other heavier varieties of horse, the average Suffolk, so far as its limbs are concerned, has no superior.

The fore-arms are particularly well formed, and the limbs "clean" throughout. The great depth of chest; the powerful shoulders; arms, and fore-arms, are clearly indicative of enormous power in front, and anyone who has observed a Suffolk at a dead pull, cannot but have been struck with its wonderful powers of draught, and free movement.

The Suffolk Horse Society has done an enormous amount of good towards improving and maintaining a high standard of excellence for the breed, and most of the best agricultural shows through-

out this country provide one or more classes for the Suffolk.

A Suffolk horse of good pedigree can be obtained for about sixty guineas, and if it is properly looked after, when bought at the age of, say, five years, it will, with ordinary attention, continue to do good work for twelve years at least.

For breeding stout van horses, a Suffolk makes an excellent cross; and for the production of weight-carrying hunters it was, at one time, largely employed, either as sire or dam, but since the improvements brought about by the Hunters' Improvement Society there has been little need for this cross.

CHAPTER IV.

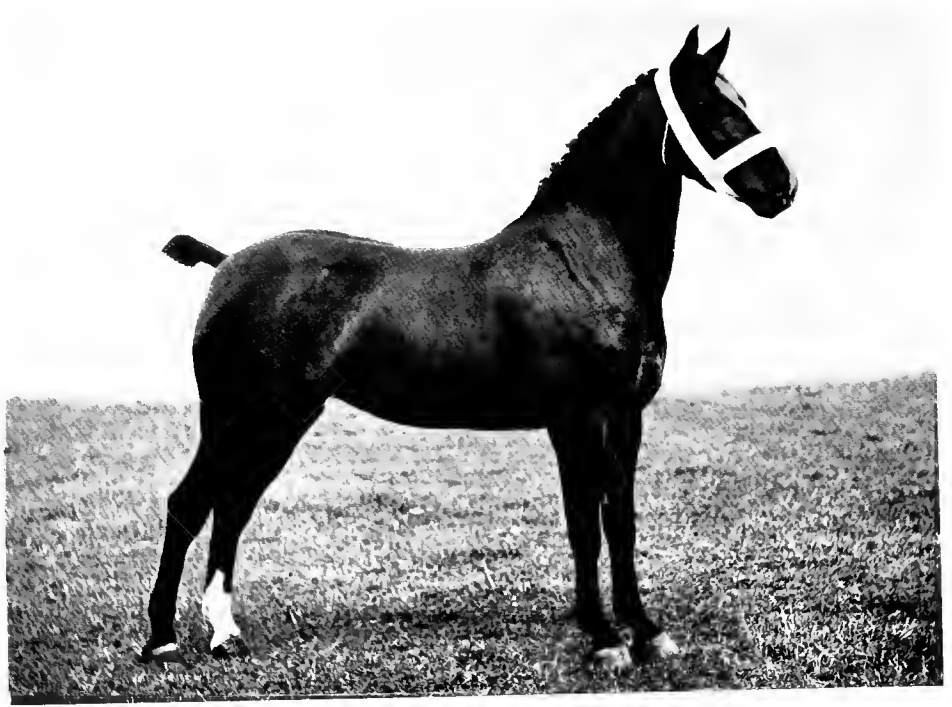
The Hackney or Harness Horse.

THE term "Hackney" is applicable to almost any kind of horse used for lighter draught purposes, though at one time it was customary to speak of the "Hackney" as the Norfolk trotter, and this county may be regarded as the one in which the breed originated. Although the present strain of "Hackneys" does not disclose much evidence of the thorough-bred; nevertheless, the "Hackney" is indebted for most of its excellences to the Darley Arabian imported by one Mr. Darley, and foaled in 1702. This horse was the sire of Flying Childers, foaled in 1715, followed by Blaze, foaled in 1733; Shales the 1st, 1755, who was the sire of Driver, foaled 1765; in 1780, Jenkinson's Fire-away; and this horse was the sire of West's Fire-away, which, in turn, begat Burgess' Fire-away in 1815. The horse last-named is the sire of Wild-fire, and the

latter begat Phenomenon, foaled in 1835, and from this horse was derived Performer, born 1840. The last-named was the sire of Sir Charles, born 1843, followed by a son of the latter, called Denmark, foaled in 1862; and from Denmark came the famous Danegelt, foaled in 1879, and sold to Sir Walter Gilbey for many thousands, and a cheap horse he was at the price.

Both Danegelt and Denmark were bred by the late Mr. Bourdass, veterinary surgeon, of Hunmanby, Yorkshire.

From the foregoing it will be seen that the "Hackney" owes most of its qualities to the Arab sire; but, through a long period of careful selection, of the best class of light horses, many improvements in the breed have been brought about. As a general utility horse, the "Hackney" has no superior; although the axiom that "a hack is a horse to ride, but a Hackney is a horse you should not ride," often does apply, it is hardly applicable to the present type of Hackney; in fact, many of these horses make the best hacks which one could possibly obtain. Most of the present day Hackneys are much bigger horses than the Norfolk trotter was, the average height for the latter being about fifteen hands, or a trifle under this; but many



A typical Hackney.

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Hackneys are over sixteen hands. The terms "Hackney" pony, and cob, seem to be almost sufficiently explanatory, though the former may be said to comprise "Hackneys" under fourteen hands, and the latter between fourteen-two and fifteen hands. Very high prices are commonly paid for typical Hackneys, and at no time in the history of the breed has the Hackney pony been more popular than it is at the present. There is no doubt that if a first-class Hackney sire be selected, and mated, say, with a good Welsh mare, or other hill pony, the produce should be very satisfactory, and a profitable business might be established, through breeding this class of pony. Like every other variety of horse, no matter whether of good or bad breeding, the Hackney has its defects of conformation, and causes of unsoundness, some of which are believed to be of a hereditary nature; though it is quite probable that many of these so-called hereditary ailments have not been handed from parent to progeny. If one is thinking of purchasing a pedigree Hackney, the horse repositories are not the places to seek such an animal; but the right plan is to open negotiations with some breeder of repute, making arrangements to look over his stud. Many breeders have an annual

sale; others, again, at intervals of a few years. The most important points to look for when selecting a Hackney are the general build of the animal and its action fore and aft. The term "extravagant action" is applied when the knee and shoulder action is excessively high; but, of course, this is unsuitable for saddle purposes. In fact, for the latter use the animal must not have a high action, but be a good all-round mover, neither high nor low. For harness purposes it is a different matter, many buyers preferring a high degree of action, style being more important than durability. On looking over the points, note whether the head is free from coarseness; a heavy, coarsely-moulded head, covered by thick skin, and coarse hair, is indicative of inferior quality. Note the expression in the eyes, which should be full of intelligence and free from any vicious expression. The neck should be of moderate length, thick, and show a well-developed crest, ending below in moderately high withers. For saddle purposes, low withers are objectionable.

Back and loins to be strong, ending in gracefully-sloping quarters, and powerful first and second thighs.

Pay particular attention to the fore limbs. A

strong fore-arm, of moderate length, with broad, clean-jointed knees, wide at their junction with the cannons, are necessary qualities. Below the knees, the legs should be particularly clean—*i.e.*, there should be no waste of material beneath the skin, nothing but skin, bone and tendons being felt, when manipulated with the hands. Any tendency towards coarseness, swelling, or disease, in this region, necessarily constitutes a fault; but the most important of all for the intending purchaser to note is whether there be evidence of "splint," thickening of the tendons, etc. For the detection of these, the reader is referred to the section of the book dealing with the causes of unsoundness; also the chapter on conformation.

The feet constitute such an important part, not only of a Hackney, but of any horse, that the buyer must make a most careful inspection of them, otherwise he will probably find that he has to suffer through neglect in this respect.

The hocks should be carefully examined for the presence of such diseases as bone spavin, bursal enlargements, etc., and particular attention should be given to "hock action," because, if a horse does not freely flex his hocks, he is no good either for saddle, or for harness purposes. Puffy swellings

in the neighbourhood of joints, such as the fetlocks, etc., are either indicative of hard wear, or of wear brought on through working the animal before its arrival at maturity. With regard to age, for the purchase of a Hackney, a good deal will depend upon the purposes for which it is required, and upon the temperament of the individual who is going to use it. For drivers of nervous disposition, an aged—say ten years—horse, that has been well schooled in traffic, will be the most suitable; but for ordinary purposes, to do work in town, a horse at six years should be selected.

The prices of Hackneys vary considerably, but a good Hackney pony can be purchased at thirty-five or forty guineas; but several hundreds are commonly paid for show purposes. The average price for a fairly good Hackney, about fifteen-three hands, is seventy-five guineas. This remark does not, of course, apply to show animals.

Ponies.

The term "pony" should be restricted to horses not exceeding 14.2, or at the outside 14.3, hands; in fact, what may be regarded as the typical heights range from the diminutive Shetland, at, say, eight hands (thirty-two inches), up to the thorough-bred

pony, or other similarly built, and standing at, or about, 14.3 hands.

The chief varieties of ponies are as follows: New Forest, Exmoor, Dartmoor, Fell, Welsh, Shetland, Rum, Connemara, Iceland, Norwegian, Russian, Basuto, etc.

All the foreign breeds of ponies are distinctly inferior to home-bred horses, but they have advantages, chiefly with reference to price and hardihood.

The Hackney pony is probably the most useful of all, and if a reasonable price is paid and the buyer is careful in his selection, he will be more than satisfied with a purchase of this description. Thorough-bred ponies are particularly suitable as hunters for boys, and if such have been properly schooled, they are generally very safe for saddle purposes.

Welsh ponies are hardy and very sure-footed, making excellent animals for mating with a Hackney. The Welsh Pony Societies have done an enormous amount of good work in the interests of the breed. These useful little animals are largely employed in coal mines, their small size rendering them particularly adapted for the work. They are hardy, and when properly broken, will do an

enormous amount of work, proving to the proprietor that they can be of more real use than animals of much larger proportions.

Shetland ponies are very suitable for children, provided that they are properly broken. It is a very good plan to purchase an unbroken Shetland pony, and then break it for children's use, both for saddle and for harness. Select a pony from nine to ten hands, or a trifle over the latter, either black, or brown in colour. White specimens of Shetlands are exceedingly rare, but bays, browns, blacks, chestnuts, and roans, are the usual colours.

The prices of these ponies range from four or five pounds up to twenty or thirty, or even more; but one can purchase a first-class Shetland pony from seven to twelve pounds. Some of them are very fast; in fact, a Shetland pony, which the writer used to drive, was one of the fastest ponies he has known for its size.

No matter whatever variety of pony be selected, the purchaser should see that the animal has good knee and hock action; and that both these joints are free from disease, such as stiffness, and the latter free from bone-spavin, swelling, etc. The head should be small, covered by thin skin, and fine in its outline; any tendency towards coarse-

ness in the region of the head being decidedly objectionable.

The general build of a pony should comprise oblique shoulders, moderately high withers, a deep chest, well sprung ribs ; but a slightly flat side is the best for saddle purposes. A short back, with well-rounded quarters, and gracefully-turned croup and stifle, are the essentials of beauty in these regions. If a pony is narrow in front, shallow chested, or tucked up at the flank, and has a drooping croup, it gives him a very weedy appearance. The same remark applies when his legs are too long and deficient in bone and substance, more especially if the pony is inclined to have upright pasterns, and boxy feet. These are all defects of conformation, but defective conformation does not constitute unsoundness, and a veterinary surgeon can only reject such an animal when he has good reasons for believing that the defects will interfere with its future utility.

If the reader contemplates purchasing a pony, the writer advises that he should have it examined by a veterinary surgeon, and if he is satisfied as to its soundness, ask the seller to let him have it on, say, a week or ten days' trial, so that the buyer will have an opportunity of ascertaining its good and bad points. Select a pony about five years

old, either brown or bay for preference, broken or unbroken, in accordance with requirements.

Many ponies are very weedy about their legs, being far too light in bone and defective in action. Speedy-cutting is common amongst ponies with high action, and it is a very dangerous habit; in fact, one that all veterinary surgeons make a point of rejecting the animal for. It is indicated by the presence of a scar or scars just below the knee at its inner side, this being the part struck with the shoe.

For defects of conformation, and the various forms of unsoundness, the reader must turn to the chapter dealing with these subjects, as all ponies are built much upon the same lines as regards general conformation.

CHAPTER V.

The Action of Horses.

WHEN a horseman speaks of action he refers to the movements the animal executes with its fore and hind limbs. For instance, he says that a horse has good "front" action; or good action "behind." But these remarks are not confined to movements executed by any particular joint. If he wishes to do this, he speaks of good hock, knee, shoulder action, etc. There is a wonderful difference in the action of horses, and, when selecting an animal, the work that it will be required to perform will, to a large extent, have to guide one as to the class of action most suitable for the purpose. Action is spoken of as high and low, confined and extensive, and also as good, bad, and indifferent.

Good Action.

A horse with a good action will be much less likely to fall than one with a bad one. If the action is good, it must be moderately high, cover a

fair amount of ground with each step, but, above all, be free, and performed with rhythmical precision, the foot being planted firmly, and flat upon the ground. This form of action is seen in well-bred horses, and those which are full of energy. The shoulders, knees and hock joints must be freely flexed and extended, yet the action not excessive. For hack and road work, this action is superior to animals in which it is either too high or too low. Bad action may be low; irregular; or confined. If it is irregular, and slovenly performed, no matter whether it be a heavy or light horse, it is not advisable to purchase.

Low Action.

This term is expressive. The animal does not lift its feet far from the ground. The term "low"—daisy-cutting—action is applied to such horses. It predisposes them to stumble, more especially upon stony roads or uneven ground. Low action, if accompanied by digging the toes into the ground, is one of the worst kinds, and it will sooner or later bring the horse to the ground. Horses with low action execute very little movement with the shoulders, knees and hocks.

High Action.

Pedigree horses of the Shire, Clydesdale, and Hackney class are usually possessed with high action. It is generally supposed that a horse which lifts its feet well from the ground is much less likely to stumble than one going close to the ground. To a certain extent, this remark is true; but it does not matter whether the action be high or low with some horses, because they will in any case come to the ground owing to the slovenly manner in which these movements are executed. When speaking of a hack, that celebrated sportsman, "Nimrod" (the late C. J. Apperley), says: "There is one essential quality *sine quâ non*, which is that he should go near the ground and yet go safe. Perhaps it may not be generally known that a horse may go very near the ground and never make a trip; and that another may lift his knee up almost to his nose, and yet be an arrant tumble-down. Were I to say which were the safest animal in all its paces that ever came under my observation, I should have no hesitation in saying that it was a mare, and that was in my family upwards of fifteen years, that touched every stone that she passed her foot over, but never made a mistake in all that time. Lifting up the

leg, or what the London people call knee-up action, has nothing to do with a horse going safe on the road. It is not on the taking up of the foot, but on the putting of it down that the safety of a horse's action depends. When I try a horse, with a view of purchasing for a hack, my trial is a short one. I get upon his back, and, loosing his head, let him walk a hundred yards on the footpath. If nature has designed him to stick his toe into the ground instead of putting it down quite flat (in which way alone he can go safely), he will do so two or three times before he goes that distance. There are little undulations necessarily in every road which are scarcely perceptible, but which for that reason will immediately show this sort of action. If, on the other hand, he walks smoothly over, without touching it, I try his other paces, and, if I like them, I have no reason to fear his tumbling down." Horses with high action, necessarily, are more liable to suffer the effects of concussion than animals having it in a moderate degree. They do not wear as long, and such diseases as splint, side-bone, etc., are frequently met with in this class of animal. It is an essential action for the show ring, but it is no use for a horse to have high action in front, and low action behind. In fact, good hock action is more important than good knee

action. The term " extravagant action " is employed by horsemen as expressive of high action in a superlative degree. There is a remarkable difference amongst horses with high or extravagant action in the manner in which they bring their feet to the ground. Some will do so, so lightly, that the effects of concussion, are reduced to a minimum.

Extensive Action.

Also termed free or pitching action. Horses having this form of action have a long forward stride, throwing the limbs freely in front of them. Long shoulders and a long fore-arm—in fact, length of limb fore and aft—are essential for an action of this kind.

Confined Action.

This is characterised by a short stride. But all horses having this kind of action are not necessarily slow-paced, the number of movements in a given time enabling them very often to cover more ground than a horse with an extensive stride. Horses of this class usually have low withers, a short back, and short legs.

Precise Action.

All the movements fore and aft are executed in a perfectly harmonious manner, the extent of the stride and the period of repose being performed with great regularity; and horses with such action are generally very safe animals either for hack, or road work. It is seldom that young horses have action of this kind, as it is the outcome of practice, but, above all, of thorough tuition, by a good horseman.

Irregular Action.

All horses that have been badly driven or ridden, or improperly schooled, have an action of this kind. They are always stumbling, and unsafe for either riding, or driving. Defective conformation of the limbs has a good deal to do with this kind of action; but no matter however good a horse may be in its paces, a slovenly driver will easily convert its action into one of irregularity and sluggishness.

CHAPTER VI.

The Age of the Horse.

Introduction.—The only reliable method of ascertaining the age of a horse is by reference to its teeth, such evidence being afforded, first, through the shedding of the milk teeth at regular or fairly regular periods ; secondly, by the changes that take place upon the cutting surfaces, or tables, of the incisor teeth, together with the cutting and development of the molar teeth. It is necessary to understand the difference between temporary or milk teeth and those which are permanent. The reader should, therefore, make an inspection of a foal and yearling, or, what is still better, examine the mouth of a colt between two and three years, because both temporary and permanent teeth can be seen side by side. It will be noticed that the temporary teeth are smaller than the permanent ones ; that they are whiter, and have not the well-defined groove so plainly visible on the front face

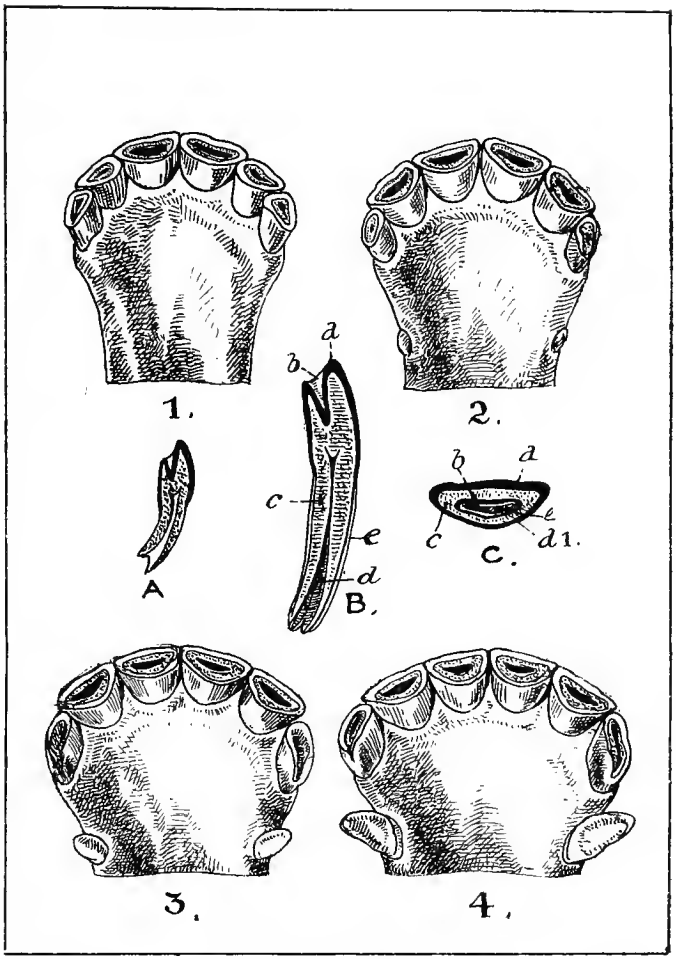
of the permanent ones. These remarks, of course, only apply to the incisor teeth. The cutting surface of an incisor tooth is called the table, and it is the alteration in the shape of the latter, through wear, that enables one to form an opinion, as to the age. The outer boundary of the table is circumscribed by an enamel ring. This is called the "outer" enamel ring, in order to distinguish it from a smaller enamel ring occupying the centre of the table, and termed the "inner" enamel ring. This ring surrounds a central mark, or cavity, known as the *infundibulum*, but to horsemen simply as the "mark." In a tooth recently cut this mark extends right across the table; but, as wear advances, it alters in its shape, ultimately becoming completely obliterated; but this does not take place till the animal is ten or twelve years old, being then spoken of as "aged." The number of *temporary* incisor teeth is twelve, six in the upper, and six in the lower jaw. There are also twelve *temporary molar* teeth, three on each side of the upper and lower jaws, and for the convenience of study it is usual to speak of these in each jaw as the first, second, and third temporary molars, in contradistinction to those which subsequently follow, and called the fourth, fifth, and sixth per-

manent molars. In the horse and gelding four tusks are present, and these make their appearance about the fourth year, being permanent. Many irregularities occur during the development of the teeth; but these instances are exceptional, and certainly not sufficient to disturb the recognised system of ascertaining the animal's age by reference to its teeth.

The Age.

Within a few weeks after birth the foal develops a pair of temporary incisor teeth in the upper and lower jaws, and, as these occupy the middle of the gum, they are called "centrals." In another month or six weeks another pair of temporary incisors appear. These are the "laterals;" and by the time the foal reaches, say, three months, the third pair of incisor teeth appear. These are the *corner* teeth. At one year old all the temporary incisors are well developed and in wear, continuing to be made use of until the end of the second year, so that at two years the foal has still nothing but temporary incisor teeth in its mouth. In the case of race horses, early maturity has an influence in the earlier appearance of the permanent incisors, and dentition of these animals is slightly in advance of

those which are not brought to such early maturity. Very shortly after two years—say, two years and three months, or two years "off," as it is called—the "central" pair of incisors is replaced by a corresponding permanent pair. These changes are obvious in the gum just about two years, being indicated by redness of it. At two years and a half the "centrals" are about half-way up, and at three years they are well developed, and their cutting surfaces have come into wear. At three years "off"—that is, three years and three months—precisely the same stages take place in the "lateral" teeth—*i.e.*, the permanent "laterals" are in the mouth. They are about half-way up at three years and a half, and by the time that the animal is "rising" four, their front edges meet and their tables come into wear. At four years "off" these changes are repeated in the "corners;" and at five years old, the mouth has a very full and compact appearance. It will be noted that the incisor teeth of a yearling and those of a five-year-old are not unlike at first sight; but in the former, of course, we have temporary teeth, and in the latter permanent ones. The term "full mouth" is applied to that of a five-year-old. Up to the age last named the means



LOWER INCISORS.

1. At three years the *central permanent* incisors are well up, only the portion of the table behind the mark does not show much signs of wear. It is soon after two years and three months that the central sucking-teeth are shed.

2. Soon after three years and three months, or more correctly, three years "off," the lateral milk teeth are replaced by the permanent ones.

3. Again at four years "off" the *corner* sucking teeth are replaced. When the animal reaches five or thereabouts it has a full level set of permanent incisors, and the mouth has a very neat and full appearance. The corner incisors show very little wear upon their tables, unless in front of the mark, *i.e.*, the so-called *infundibulum*.

4. If the corner incisors are carefully inspected in a horse that is rising six, it will be seen that the hinder part of the table of the tooth is not in proper wear; the front is, however. This is the best evidence of a rising six years old.

A. A section through a sucking or temporary incisor tooth.

B. A section through an unworn permanent incisor. It illustrates the parts as follows:—(*a*). Enamel covering a little lower on the front than the back. (*b*). The so-called *mark* or *infundibulum*. (*c*). Dentine. (*d*). Cavity containing pulp. (*e*). Covering of fang or root of tooth.

C. Transverse section through a worn incisor tooth, showing the following parts:—(*a*). The outer enamel ring. (*b*). The inner enamel ring, which surrounds the central mark. (*c*). Dentine. (*d* 1). Mark or *infundibulum*.

[*Facing page* 50.

of judging the age, as we have shown, is entirely based upon the replacement of the temporary incisors by the permanent ones. From this time onwards reliance must be placed upon the wearing surfaces of the incisors, and the appearance presented by the upper and lower teeth during their apposition as viewed from the front and in profile. At five years "off," the corner teeth only show slight wear, and the posterior margins are round. At six years "off," the tables of the "corner" incisors are well formed, and the mark extends nearly across the long axis of the teeth. There is often a good deal of trouble arising at the ages of six, seven and eight, because horse dealers commonly dispose of an animal being eight years old as six, or a horse that is ten years old they will sell as one at seven; and it is a common practice to dispose of not only "aged" horses, but those at twelve and fifteen years of age, as being seven years old. One has only got to ask a man what is the age of his horse, and, if he is endeavouring to sell it, the chances are that he will say six or seven years old. Disputes often arise in this way. At seven years the "central" incisor teeth are somewhat different in the shape of their tables, rendered more obvious by

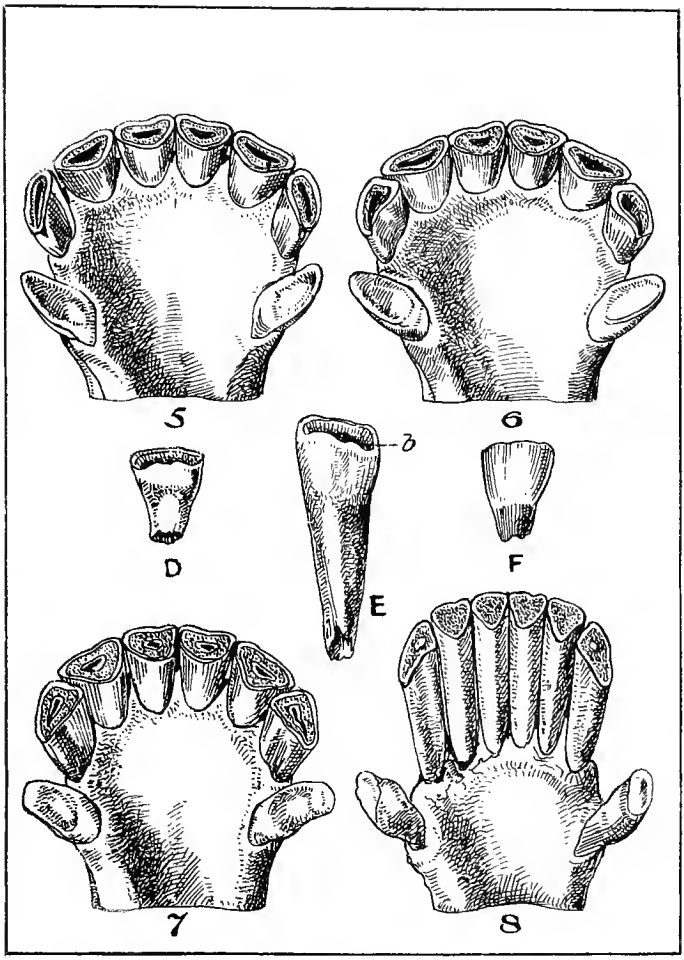
comparison of a horse at six and one at seven. At seven years, the central incisors are more triangular, and the "mark" is shallower. It is not so elongated in a horse at seven years. Again, at the latter age the table in front of, and behind, the mark is fairly well formed. At eight years—which may be termed the age of deception—the central mark has undergone considerable alteration in its shape in the whole of the incisor teeth. In the "centrals" it repeats almost the outline of the table, being triangular, whilst it is very much smaller in the "laterals" and "corners" than in a horse of seven years. After a horse has turned eight, it is usual to speak of it as being "aged," and any opinion as to the animal's age after eight years, or thereabouts, can only be an approximation. Galvayne's method of ascertaining the age from ten years upwards, affords a fairly reliable means of giving an opinion, though a speculative one, as to the probable age of an animal. Mr. Galvayne refers to a groove that makes it appearance upon the outer face of the upper "corner" incisors at the age of ten years. This groove begins close to the gum, and it is due to shrinking of the latter; and the more the shrinking of the gums the more the groove

presented for inspection. When the whole of the incisor teeth are grooved, this method becomes complicated. The groove extends about a third of the way down by the time the animal is fifteen or sixteen years of age; two-thirds at twenty years; and the whole of the way between twenty-five and thirty years. So far, very little mention has been made of the molar teeth as a medium for ascertaining age. For ordinary purposes it is not necessary to refer to the molars, but it may become expedient to do so. At one year the fourth permanent molar is on a level with the first, second and third molars, but it is cut about nine months. At eighteen months the fifth molar is on a level with the others, and between three and a half and four years, the sixth molar is level. The first, second and third temporary molars have to be replaced, and the first and second are replaced at two and a half years, whereas the third one is replaced at three years, making a complete permanent set of molar teeth. The tusks are sharp at six years, but blunt at seven. In some instances of abnormal dentition the upper row of incisor teeth completely overlaps the lower ones, whereas in others, the lower teeth project beyond the upper ones. The

terms "parrot-mouth" and "reversed parrot-mouth" are, respectively, applied to these irregularities. A horse that is kept upon a sandy pasture will obliterate the mark sooner than one where the soil is of a chalky nature. Feeding on hard food wears away the teeth faster. Horses that are in the habit of biting their crib usually show this by the wear on the front edge and face of the incisor teeth. In every case, it is usual to refer to the lower incisors only for evidence of age.

General Appearances as Indicative of Age.

Veterinary surgeons, and others dealing extensively in horses, can form an opinion as to the animal's age by its general appearances. Grey horses usually turn white after they are about eight years of age. A horse under three years of age lacks the development of one at four or five, and the carriage of a young animal is not as graceful as that of an older one. Work has, of course, an important influence upon the physical condition of an animal, at a given age. When young horses are put to work on hard roads, say, at three years old, they will, by the time they arrive at about five years, show as much evidence of wear as a horse that has been carefully worked at ten or twelve



LOWER INCISORS.

5. A horse's lower incisors are shown at seven years. The hinder part of the table in the corner incisors is well in wear. The tushes are now growing much longer in appearance.

6. A horse's incisors at eight years. The central incisors are losing their mark, and the table of the tooth is now fairly triangular in its outline; the inner enamel ring in the lateral incisors is less elongated. When a horse has turned eight it is usual to speak of such as being "aged." After this age it is impossible to form any accurate or fairly accurate opinion as to its age.

7. A horse's lower incisors about twelve years. All these teeth are assuming the triangular.

8. The teeth of a very old horse. The great length of the teeth is due to shrinkage of the gum. The dental arch has now become almost obliterated; the age is probably about thirty years.

D. Sucking or milk tooth.

E. Permanent tooth.

F. Permanent tooth; unworn sucking tooth.

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years. The early maturity of a race horse, and its decline, occur within the time when, say, a Hackney ought just to be beginning work in earnest—that is, between five and six years. There can be no greater mistake than that of working horses too young. They become worn out before they really ought to work at all, and no amount of veterinary attendance can restore the shattered parts of the anatomy. With the approach of old age, grey hairs appear about the head, eyes, muzzle and face of dark-coloured horses. Hollows appear above the eyes, the teeth elongate, and the gums shrink. Some old horses keep their condition remarkably well, and look as blooming as a youngster. But it is usual to find old animals deficient in flesh. The spine sinks, the back-bone becomes prominent, and the quarters angular. The neck and the withers lose their stoutness; but, above all, an old horse, if it has done much work, shows well-marked evidence of hard wear about the fetlock joints, hock joints, tendons, etc. The late Mr. Blain said that a horse of five years may be, comparatively considered, as old as a man of twenty; at ten years, equal to a man of forty; at fifteen, to one at fifty; and twenty, as equivalent to one of sixty; at twenty-

five, equal to a man of seventy; at thirty, to one of eighty; and at thirty-five, equal to a man of ninety. Horses at twenty-five and thirty years of age are as common as blackberries, and there are thousands of such animals working in our cities. It has been placed on record that a horse has lived to sixty or sixty-five years, but instances of this kind, must indeed be rare.

Tricks of Dealers.

The horse dealer has attained a notoriety second to none in the matter of corrupt practices, but the writer has sufficient experience to teach him that many other classes of dealers are quite as capable of carrying on shady transactions as the much-abused horse dealer. That there are black sheep in every fold goes without dispute, but there are horse dealers who value their honour as much as any men. In all ordinary dealings some loose statements will be indulged in, if success is to attend the business man; and the horse dealer, like every other man, is anxious to make the most of his wares. But he is at a disadvantage. His purchases being of animate, and not inanimate, objects, he has consequently to put up with an occasional death in his stud, or with depreciation

in the value through development of some disease not apparent at the time of purchase. The risks attending a dealer in live stock are at least fifty per cent. greater than those incurred in ordinary commercial transactions. To make up for all these losses it is essential for the horse dealer to compensate himself. Consequently, it is necessary for him to seek a good return for his outlay. The calling of a horse dealer demands a lot of hard work, a considerable amount of capital, and the exercise of sound judgment. Without these, and the possession of a large amount of tact, it is useless for any man to embark upon this business with any hope of success. If a man places himself in the hands of a dealer of repute, and is willing to pay a fair price for an animal, the dealer will, in ninety-nine cases out of a hundred, give him satisfaction. A distinction must be made between the dealer of repute and the one without such. The latter are men without principle and without capital, and for any man to purchase a horse from a man of this class, is simply foolhardiness.

Low-class dealers will offer a three-year-old to a customer as being four, or a four-year-old as being five, frequently adding the prefix or suffix "rising" or "off," in order to confuse the intending

buyer, and at the same time serve as a loophole, in the event of expert evidence being brought to bear upon such, for the sale of an animal at an age otherwise than that specified. To sell a horse of three years as one of four saves the dealer a year's keep, but anyone purchasing a horse for immediate work, in town, should certainly not buy an animal under five years of age. In order to bring the permanent teeth quickly in the mouth, a malpractice, that is sometimes indulged in, is that of extracting the temporary incisors. This allows the permanent ones to come into their place quicker. A trick sometimes practised by the unprincipled horse-broker is that of making the animal lame upon the corresponding sound limb. For instance, let us suppose that the horse is lame upon the off fore leg, and the dealer (?) wishes to dispose of it. By inserting a stone, say, beneath the shoe of the opposite limb the animal will probably bruise the sole, and thus cause it to go lame, so that the lameness is now balanced in front, the animal dropping equally upon both limbs. A horse may have a bone spavin and be very lame through it, and in order to divert the attention of the intending purchaser the dealer may possibly make a wound upon some other part of the limb and ascribe the lameness to this cause.

Let us hope that no one would be so foolish as to be misled by a trick of this kind. The term "bishoping" is applied to a trick practised upon the incisor teeth for making the horse younger. It is the production of an artificial mark, or *infundibulum*, by means of a hot iron. The corner teeth are those usually operated upon, and sometimes the whole of the lower incisors are equally marked, which, of course, is sufficient evidence of knavery. It is easily told, because the inner enamel is absent. The hollow rings above the eyes in old horses are sometimes puffed up with air to make the animal look younger. But this cavity is often very deep in young horses, more especially when such are the progeny of old animals.

Sex.

Contractors and others usually prefer to purchase geldings in preference to mares, and, speaking in a general way, the prices of the former are usually a little higher. However, for agriculturists mares are probably more useful, because they can, in the event of their becoming lame, etc., be used for breeding purposes. Many believe that they are stronger than geldings, and more durable. For

saddle work, it is better to buy a gelding, because they are usually a trifle higher in the withers than a mare, and a little lower behind. Still, there are many excellent saddle mares.

Colour.

It is an old axiom that a good horse may be any colour, and this is quite true; but dealers are well enough aware that the colour of a horse often influences its sale, because many purchasers object to certain colours. Grey horses are often objected to on the ground that their hair comes off upon the clothing of the individual, and renders itself easily seen. Whereas, if it be of a darker colour, it is not so noticeable. White horses are rather troublesome to keep clean. On this account they are not so readily saleable. Again, piebald and skewbald horses do not readily find purchasers, owing to their ready recognition. It is generally supposed that light-coloured horses have not the same strength and endurance as the darker ones, but most dun-coloured horses are generally very good workers. The usual colours are light chestnut, dark chestnut, liver chestnut, light bay, dark bay, brown, blackish brown, black, blue roan, strawberry roan, light grey, dark grey, etc. The most popular colours are bay,

chestnut, brown and black. White upon one or more of the lower parts of the limbs is common in black, chestnut, and bay horses, but many people have a particular objection to any white upon the legs. Black points—*e.g.*, the tail, legs and mane—have black hair upon them, and nothing is handsomer than a bright bay, with black points. When purchasing a pair of horses, it is often a troublesome matter to get the animals equally alike in colour, and a well-matched pair will bring a much higher price than if the animals are sold separately. In order for a buyer to overcome this difficulty, it is a very good plan to select the animals from different sources. In this way the purchaser may save, perhaps, fifty pounds.

Condition.

There is a vast deal of difference between condition for work and condition for sale; the object of the dealer is to make the animal present the best appearances that he can. He endeavours to attain this object by liberal feeding, regular exercise, good grooming, and little or no work, together with a warm stable. The stables of horse dealers are overheated, the artificial warmth diminishing

the oxidation of the body; consequently, the animal begins to lay on flesh rather rapidly. When a dealer disposes of a horse, the animal appears to be in the most blooming condition imaginable; but when it comes into the purchaser's hands and leads a normal existence, performing a reasonable amount of work, it very often begins to fall away in flesh; in fact, so much so, that the buyer hardly knows his horse, and is inclined to think that the animal is out of health, whereas it is simply because the horse has not been in a fit state for work. But fatness does not imply condition; in fact, it must be taken as evidence of softness of constitution. Every horseman knows that the term "*condition*" ought to imply physical fitness for work, and that this can only be brought about by regular feeding; regular exercise; good grooming; and the supply of a moderate amount of the best forage; along with proper attention to the ventilation, and lighting of the stable. In order to get a hunter fit for work, it is necessary to begin several months before the hunting season commences; and "Nimrod," in his work on the condition of hunters, was strongly opposed to the summering of these animals, believing that the few weeks' preparation after a summer's run were quite inadequate for the following season's

work. A horse that is unfit for work has no staying power in it, and the dealer's horse may go all right for the first few miles, but it soon begins to be breathless; sweats easily; and by the time that the journey is over, it is completely knocked out of time. Of course, one cannot blame the dealers for endeavouring to present these animals before the eyes of their customers to the best possible advantage. If he be successful in selling it, there is no warranty regarding its condition, but simply that relating to its soundness, freedom from vice, and suitability for the work of the purchaser. If a horse is in good working condition, its flesh feels firm when handled; and if given a smart burst of work, it should show little evidence of sweating, and the breathing but trifling signs of having been disturbed. Free sweating, soft muscles, and distressed breathing are indications that the animal is not in working condition. Some horse dealers do not keep their purchases sufficiently long to enable them to indulge in a forced system of condition; but the stables of dealers are notorious for the feeding-up of their purchases. When a man buys a horse from a dealer and finds it melting away, although he has given it fair treatment, naturally he feels very sore

upon the matter, and believes that the dealer has done him an injustice. This is not a correct view to take, and the buyer must make due allowance for loss of flesh, after the animal comes into his hands. Until the horse has been put to work, and its powers of endurance gradually strengthened, the purchaser cannot look for satisfaction. The same remark is equally applicable to horses that have been turned out for a few weeks to grass, when Dr. Green makes such a marvellous improvement n the flesh of the animal, that what was before a thin horse, has now become sleek and fat. This is not "condition," and no horse can work on grass. Its flesh is soft; it sweats easily on exertion, and its powers of endurance are exceedingly poor. So far as appearances are concerned it is in good condition, but the horseman knows that this does not imply fitness for work.

CHAPTER VII.

Vice.

DIFFERENCES of opinion are continually arising as to what constitutes vice, and the relationship between vice and unsoundness. Obviously, a horse may be perfectly sound yet vicious, and such viciousness may interfere with the utility of the animal. If so, it may be argued that this constitutes unsoundness. In all probability there has been more litigation upon the subject of vice, and its bearing upon warranty as to soundness, than any other subjects in connection with horse transactions. When a man buys a horse with a warranty as to its freedom from vice, such warranty necessarily includes all objectionable practices, both in and out of harness, and these in the horse are by no means few. Most veterinarians look upon cribbiting, wind-sucking, and weaving, as vicious practices, and as vice may predispose to disease, they usually reject the animal on the ground of unsoundness. Wind-sucking renders the animal

very liable to suffer from an attack of colic, or to some other digestive disturbance. It may, or may not, be associated with crib-biting, but very often it is. Crib-biting is very often the outcome of idleness, and many horses acquire this vicious habit through standing in the stable for several days together. A horse that is a confirmed crib-biter will show evidence of this upon its incisor teeth, which are worn at the front. Weaving is denoted by a to-and-fro movement, or swinging of the head, the animal almost constantly moving this part about, so that a horse addicted to this habit does not get the necessary amount of rest, which, in turn, interferes with its condition and so with its utility. Purchasers have sought to return horses that have one or more of these habits, and the question that may arise is that relating to the time that the pernicious habit may have been in existence. Can a horse become a wind-sucker, a crib-biter, a weaver, or a combination of one or more of these, within, say, a few hours of purchase? The answer must be in the affirmative, and it becomes an impossibility to adduce any proof to the contrary, unless the teeth are indicative of the practice, or evidence be obtained apart from that afforded by the animal. The

contention thus becomes in favour of the seller, and the case should be argued accordingly. The worst forms of vice in the horse are biting, kicking, and bolting. Such animals are extremely dangerous, and no one should think of purchasing such a horse. Instead of being a source of pleasure it becomes one of constant danger and annoyance, and would land the owner in damages for injury to his servants, or to other people. When an intending purchaser goes to look at a horse in a stable, a vicious animal will often throw its ears back, and switch its tail, and this may be taken as fairly good evidence that it is not very trustworthy, although some horses will do so without being vicious.

Setting in harness, that is, refusing to move, is another vice. A kicker in harness is generally a "bolter" also, and the writer believes that animals of this description are absolutely incurable. It is quite possible that a vice may be concealed by the administration of drugs, and large doses of opium and hydrate of chloral are occasionally given for this purpose. Directly their effects pass off the animal's devilishness returns.

Sometimes a distinction is made between vicious practices, and bad habits. For instance, some horsemen will term pawing in the stable,

slipping off the head collar, tearing off the bandages, or clothing, and wasting the hay, etc., bad habits. They are certainly not vices, neither are they likely to be discovered before purchasing the animal. If a man warranted a horse free from all faults, that animal could be returned to the seller for having any of these habits. To warrant a horse as being free from all faults is a foolish practice, and one that should never be done, because it includes such a wide range of equine imperfections that it may lead the purchaser to seek redress through the most trifling cause. When buying a horse, the purchaser should always endeavour to get a warranty against vice, in addition to a general warranty as to its soundness, because a vicious horse may be very much worse than an unsound one, and it may be a difficult matter to prove, to the satisfaction of the judge and jury, that the vice is intimately associated with the animal's unsoundness. It is not sufficient evidence to be able to show that the animal bites or kicks, etc., but one must be able to prove that such vices were present when he was in the seller's possession, because so many horses acquire vicious habits directly they pass into the hands of strangers. Consequently, the seller cannot justly be held liable. Strange surroundings,

or the separation of the animal from the companionship of others, may lead to it becoming objectionable to its new attendant.

Some horses are very timid in strange places, and become suspicious of strangers.

CHAPTER VIII.

An Epitome of Regions to be Examined for Evidence of Disease.

The Mouth at the angles of the cheeks for evidence of scarring and thickening, indicative of the animal being a hard puller.

The Teeth, in order to ascertain whether the *incisors* are *temporary* or *permanent;* also to note the age of the animal.

The molar or grinding teeth ought to be carefully looked at to see that they are regular and free from disease. Look and see whether the incisor teeth are worn away at their front edges; if so, the animal is a crib-biter. When buying a young animal, say, a three-year-old, this is particularly necessary, because it sometimes happens that, during the shedding of a temporary tooth, the root or fang of this becomes entangled with that of the permanent one.

The Nasal Passage.—This should be examined for evidence of any discharge, and, if this be

present, the intending buyer had better defer selecting until it has ceased.

It may only be an influenza cold, or a simple catarrh. In glanders, there is, frequently, a nasal discharge.

The natural colour of the nasal mucous membrane is a delicate pink.

Sometimes morbid growths appear within the nasal passages, and these are occasional causes of defective breathing, such as roaring.

The Glands below the ear and beneath the branches of the lower jaw ought to be manipulated, in order to ascertain whether there is any enlargement of them.

The Withers.—Bruises and fistula are the only injuries likely to be encountered in this region.

The Shoulders should be inspected for wasting of the muscles (shoulder-slip), and for injuries to the skin, the result of bruising by the collar.

The Elbow ought to be examined for capped-elbow, and for a scar on the inner side as evidence —by no means positive, but suggestive—of the animal having been unnerved.

Inspect the *Knees* for blemishes, for stiffness, and for bursal enlargements, thickening of the skin, etc.

The Cannon or Shank should be examined for evidence of speedy-cutting, for splint—more especially immediately below the knee—and for contraction; sprain of the tendons, and ligaments.

Fetlocks and Pasterns.—Both these parts should be carefully scanned and examined for bursal enlargements (wind-galls), bony enlargements at the back, side, or front (ring-bone).

The Feet ought to be examined for evidence of sand-crack, side-bone, founder, canker, thrush, corn, navicular disease, false-quarter, contraction. Compare the heels, and size of feet. The shoes should be inspected for evidence of excessive wear upon some particular part, such as the toe, or heel.

The angle of the haunch ought to be compared with its fellow, because it is occasionally the seat of injury—hip-shot—*i.e.*, it is broken, or has been broken at some time. If so, there is a flatness.

The Groin and Testicles should be felt in order to ascertain that there is neither rupture nor disease.

The cord is sometimes thickened; if so, it can be felt when the testicular covering is manipulated.

The Hocks must be examined and compared. Bone-spavin, bog-spavin, curb, thorough-pin, psoriasis

(a scaly chronic skin-disease affecting the bend of the hock), constitute unsoundness. Note the animal's action for stringhalt, shivering, grogginess (navicular disease), jinked back, lameness, etc.

The special parts to be examined are the *eyes*, the *pulse*, and the *breathing*.

It is a very difficult matter for an amateur to form an opinion as to whether a horse has, or has not, perfect vision in one or both eyes.

Cataract and opacity of the cornea are the most frequent causes of visual defects, but there may be other causes.

The *Breathing* should be examined for *broken wind*, *roaring*, *whistling*, or for *grunting*.

The normal state of the *Heart* can usually be ascertained by the regularity and fulness of the pulse.

In the stable such bad habits and diseases as weaving, wind-sucking, crib-biting, stringhalt, shivering, etc., are often to be detected.

CHAPTER IX.

The Causes of Unsoundness.

The Eyes.—It is a most important matter that a horse should have sound sight, but it is hardly within the power of an amateur to be able to tell whether a horse's eyes are sound or not. Almost anyone can detect absolute blindness, but there are so many inappreciable causes for defective sight. It frequently happens that the purchaser of an apparently sound horse finds, much to his sorrow, that the animal is either partially or completely blind when it arrives home. Specks on the transparent portion of the eye may cause partial or complete blindness, so much depending upon their position on the cornea. For instance, if the speck is situated immediately over the centre of the pupil it will be much more likely to cause defective sight than when situated at the margin of the cornea. Supposing the purchaser of a horse had a warranty from the seller that the animal was perfectly sound at the time of sale, but the

buyer finds, say, on the following day, that the animal shies, and, on taking it to a veterinary surgeon, he is informed that there is a small speck on the cornea, which is apparently the cause of shying. The question arises whether this was present at the time of sale; if so, there should be no difficulty in compelling the vendor to refund the purchase money. In all probability the vendor's argument would be that the disease had sprung into existence since the time of sale, therefore the onus of proof rests with the buyer to prove its existence at the time of sale. Veterinary evidence would have to be relied upon. The question is, how long does it take for a speck (opacity) to render itself evident? It may be at once said that such may appear within a few hours after an injury; any slight scratch upon the cornea is almost sure to cause it. A not uncommon cause is the lash of the whip, but the best evidence, if it is produced in this manner, is gleaned from the shape of the mark. When the injury has only been in existence for a few hours the speck is but feebly marked, the milky aspect of it deepening for the first few days. Again, a recent injury has a tendency to spread, and not uncommonly extends over the whole surface of the cornea; but, even

when circumscribed—probably not larger than a millet-seed—the margin of the speck is generally a little deeper than its central portion. It would appear to be impossible for any professional man to give a decided opinion as to the duration of a speck upon the cornea. A frequent cause of this defect is ophthalmia or inflammation of the eyes, and this, of course, may arise from a variety of causes—such as the entry of a foreign body between the eye-lids—likewise from chemical and specific causes.

Simple Ophthalmia, or inflammation of the eyes, is of somewhat frequent occurrence in horses, but it is hardly likely that any man would present an animal for examination whilst labouring under this disease. As previously stated, the most frequent cause is the entry of a particle of chaff, etc., between the eye-ball and the eye-lid. At one time "specific ophthalmia," or "moon-blindness," was very common, and nearly always resulted in cataract and complete blindness. Since the introduction of improved hygiene in stables, the disease is rarely, if ever, seen in this country. Horses that were apparently all right when left at night, have on the following morning had the eye found in an intense state of inflammation,

continuing in this condition, until complete disorganisation had taken place.

Cataract.—This is a disease affecting the crystalline lens, its capsule, or both lens and capsule, and has been a frequent cause of litigation and will probably be so until the end of time. A cataract may be either partial or complete, depending upon the area of the lens affected, and the degree of affected sight varies in accordance with the extent of the diseased process. For convenience, let us suppose that A. purchases a horse from B. with a general warranty of soundness, and that the animal has been in the possession of A. for a week, and that he then discovers, after consulting an expert, that one of the eyes is affected with cataract. The buyer may have been led to suspect the existence of some defect of the eye perhaps, through the animal shying, and, having been informed of its nature, seeks the restitution of the purchase money, with or without any expense incurred, or compensation for any injury, personal or otherwise, that may have arisen through such cause. The question now arises, How long does it take for a cataract to form? Expert opinions will be adduced *pro* and *con. re* the duration of the disease in the animal;

and the time usually occupied, by corresponding ocular changes, in other animals. A blow over the eye is liable to produce cataract (concussion cataract) immediately after the infliction of the injury, hence the argument would be in favour of the vendor. The same remark applies when the eye-ball has been wounded (traumatic cataract). But injury is not the commonest cause of this disease, cataract being generally of slow development, and very often found to be the result of advanced age. Supposing that the disease was present in a horse over eight or ten years old, the chances are that it has been of gradual development, and in existence at the time of the sale. The existence, or non-existence of cataract in the subject of litigation, is more likely to arise in argument, than that relating to its *duration*. This matter can, however, only be settled by expert evidence, ophthalmoscopic examination being the thing most to be relied upon. A test commonly employed for the purpose of detecting cataract is that known as the catoptric, which consists in taking the horse into a darkened stable and examining the eyes with the aid of a lighted candle. Three images of the flame are seen upon the surface of the cornea, two of which are erect

and move in the same direction as the candle is moved. The third image of the flame is inverted and moves in an opposite direction. If cataract is present the last named is either absent or else indistinctly seen. A very simple method for examining the eyes is to take the horse into the shade, or else place a black hat to shade the eye. This causes the pupil to dilate, and any defect at the posterior part of the eye appears as a stellate or star-shaped speck. The addition of a few drops of a solution of atropine, or homatropine, is useful for dilating the pupil in order to give a better examination of the lens. Sometimes the iris is adherent to the lens; if so, this causes an irregular dilatation and contraction of the pupil, denoted by an alteration in its shape. Of course, one or both eyes may be affected with cataract, either of a stationary, or advancing character. It is customary for amateurs to confuse this disease with opacity of the cornea, and many foolish arguments arise through their defective knowledge.

Amaurosis.—This disease, also called glass-eye, owing to the bright, glassy appearance of the eye, is occasionally seen in the horse, and a buyer might easily purchase a horse affected in this way. To all appearances the eye is perfectly normal, yet the

animal is blind. It may be either temporary or permanent, and appears to be due to paralysis of the optic nerve, or retina. In some cases, excessive hæmorrhage is a cause. But any interference with the normal functions of the optic nerve, such as pressure from a tumour, morbid growth, etc., is also liable to cause it. A horse might be sold as sound to-day, but within a few hours afterwards, the paralytic condition of the eye be observed. In the writer's opinion, no redress for such could be obtained, because veterinarians are fully aware that the disease may be produced by a fall upon the head, etc. Amaurosis is indicated by the widely-dilated pupil, and the non-responsive nature of the pupil when the horse is brought into the light.

Blindness.—The term blindness is somewhat ambiguous and capable of wide interpretation ; for instance, a horse may be partially or completely blind, or the blindness may affect one or both eyes, and be either temporary or permanent, in accordance with the nature of the causes of the defective vision. The duration of blindness likewise varies, but, as a rule, most forms of it are permanent. A remarkable feature in connection with a blind horse is the condition of its coat. In summer it develops

a long rough winter coat; and in winter, the short coat of summer. The action of a blind horse is peculiar, the animal usually lifting its feet high and placing them on the ground cautiously. A difficulty often arises as to which eye is affected. In partial blindness affecting one eye, the animal, during progression, deviates towards the sound side, shying at objects through the imperfect vision of the other one. All forms of blindness, no matter whether partial or complete, constitute unsoundness, and any purchaser who can satisfactorily prove that the visual defect was in existence at the time of sale has a right to claim the return of the price paid, plus reasonable expenses incurred. In many of the horse repositories it is customary to see horses catalogued as being sound in wind and sight, and, as this constitutes a "specific" warranty, any animal being disconform to such warranty (proved by expert evidence as having clearly been so at the time of purchase), gives the buyer a strong claim for the restitution of the money paid, though it is advisable to return the animal, with due notice, etc., to the auctioneers, within the time specified in their catalogue. A blind horse, though unsound, is often of considerable utility, many such animals performing their work

satisfactorily. In the case of a hunter, any defect of sight is most detrimental, and such an animal cannot be regarded as safe to ride, jump, etc.

Shying.—All forms of shying are as annoying as they may become dangerous, and if a horse shies, and at the same time has a hard mouth, serious consequences are very liable to happen. Shying arises, in most instances—in the writer's opinion—through defects of vision, but it may be due to nervousness. Opacity of the cornea, cataract, displacement of the corpora nigra (small sooty bodies situated at the margin of the iris), and adhesion of the lens to the iris, etc., are the most general causes. Some ponies are very much given to shying at the most trifling objects on the road, but this may not be due to any visual defect. Once a horse acquires this habit, it is a troublesome matter to cure him of it, and the whip is not the best method of doing so. To assure the animal of the harmless nature of the object of its fear, constitutes a much better system, and this can easily be done by allowing it to walk up to such object.

The Nostrils.

The nostrils should be examined for the presence of morbid growths, or evidence of catarrh, either

recent or chronic. The evidence to be gleaned from an examination of the lower part of the nasal chambers may not be of much service; still, it is necessary. Veterinary surgeons usually defer the examination of a horse as to soundness if there is any catarrhal discharge from the nose, and rightly so, knowing that such may be indicative of disease, either temporary or permanent. In glanders there is often ulceration of the nasal cavities, and a discharge from one nostril—usually the left; and the traffic in glandered horses amongst buyers of low-priced animals at repositories is carried on to a much greater extent than many imagine. To guard against the introduction of an infected animal into a stud, it is expedient to keep the recent purchase isolated for, say, six or eight weeks. Although ultimately fatal, a considerable proportion of glandered horses continue to perform their work for several years. In this way they constitute a most dangerous source of infection to man, and to other horses. The detection of this disease in the present day can be done with great certainty, although the malady may exist within the system in a very latent form.

Sore Throat.

This is also spoken of as a cold, etc., but it is often associated with influenza, and frequently makes its appearance within a few days after purchase, more especially if the animal comes from the stable of a dealer. It may have been all right at the time of purchase, and no claim can be upheld against the seller. It is quite impossible for a veterinarian to lay down any rule as to the duration of an illness of this nature, but the buyer can safeguard himself by having the animal examined either at the time of sale, or immediately upon arrival at his own premises.

The glands situated in the upper part of the throat and between the branches of the lower jaw are frequently enlarged, and in such diseases as strangles, glanders, etc., the enlargement varies. Likewise, it is either temporary or permanent. But the existence of any swelling in this region constitutes unsoundness, and it rests with the buyer, in the event of discovery after purchase, to prove its existence at *the time of sale.*

The Mouth and the Tongue.

It is always advisable to examine the mouth for disease of the teeth and jaw, and also for

evidence as to the animal being a "hard-puller." Although the latter cannot be regarded as constituting unsoundness, it is a vice of the worst form. Caries and irregularities of the molar teeth, and abnormal conditions of the incisor teeth, constitute unsoundness, and, being permanent, a horse purchased with a general warranty could be returned. Disease of the molar teeth frequently gives rise to a chronic discharge from the nostrils.

The Jugular Vein.

This runs down the furrow seen on the sides of the neck, and it is the usual situation chosen for bleeding a horse, although this custom is not a great deal resorted to. The scar left by the lancet is usually obvious. It is customary for veterinarians to test the vein for its patency. This is done by compressing the vein with the fingers so as to note the column of blood momentarily accumulated within it. Necessarily obliteration of the jugular vein constitutes unsoundness, and its discovery either at the time of, or within any reasonable period of purchase, gives the purchaser power to return the animal.

Marks left by Blisters, Setons, etc.

Although often a very difficult matter to detect where a blister has been applied, a little careful examination will often disclose evidence of it. The hair over the previously blistered part is generally darker in colour, and of stronger growth than that of elsewhere. If it has been recently blistered, evidence of this is shown by the scurfy accumulation upon the skin. Setons and rowels always leave a small scar, no matter how trifling. When a part has been fired, more especially in lines, evidence of this remains throughout the animal's life. It is much more difficult to detect point firing, but the chief places to look for evidence of this are below the knee; along the course of the back tendons and inside the hocks. Although it is not the rule to fire a horse without the existence of some disease, in exceptional instances it is done for the sake of strengthening a part. The mere fact of a buyer discovering evidence of his purchase having been fired in some particular region is not sufficient to enable him to return the animal, unless lameness, etc., arises, attributable to disease in the region of the fired part.

The Shoulders.

Although it is not usual to find evidence of any cause for unsoundness in this region, it is necessary to compare one shoulder with the other, because in a diseased condition called "shoulder-slip" the muscles of the shoulder waste, a distinct hollow being visible over the shoulder-blade. Many lamenesses are often attributed to the shoulder, but in all probability a considerable portion of these have no connection with it. It is the absence of lameness in other parts that causes one to so frequently fix upon the shoulder as the seat of the lameness. Still more important is the condition of the skin around the collar bed. Very often sores (collar-galls) are exceedingly troublesome and many a newly-purchased horse has, to the owner's dismay, been found unworkable through this cause. In a considerable number of instances this trouble arises through a badly-fitting collar, so it is necessary to pay attention to this matter before seeking redress. Again, the conformation of the shoulders may predispose the animal to injuries of this nature, so that the buyer should look at the shape of the shoulders when purchasing. It is an excellent plan to leave the

collar on for about an hour after the animal comes in from its work, in this way preventing a sudden chill to the skin. Evidence of a horse having a wasted shoulder (shoulder-slip) is sufficient to enable the buyer to return the animal, provided this is done within reasonable time, and that the injury has not been produced since the horse came into the buyer's possession.

Point of the Elbow.

Not uncommonly there is evidence of trouble in this region, mostly in the form of a tumour, constituting the so-called "capped-elbow." This does not necessarily interfere with the animal's utility, but it would do so if large and acutely inflamed. In the majority of instances it is due to the pressure of the heel of the shoe, produced when the animal is lying down, but occurs quite apart from this. Such a swelling may come up in a single night and consists of an acute inflammation of the bursa or lubricating sheath at the point of the elbow. Continued pressure gives rise to the production of a solid tumour, removable by an operation only.

Fore-arm.

There is seldom much in this region to constitute unsoundness, but median neurectomy is now frequently performed as a remedy for lameness. It comprises the section and excision of a portion of the median nerve, and the seat of incision for this purpose is on the inner side of the fore-arm, a little below the level of the elbow. Evidence of a scar in this region would necessarily excite suspicion, and an intending purchaser will do well to bear this in mind. Although a horse, that has been unnerved, may continue free from lameness and perform his work satisfactorily, it is, commercially speaking, of no value at all.

The Knees.

Most purchasers of horses look at a horse's knees to see whether it has ever fallen, expecting to find evidence of such. A blemished knee does not constitute unsoundness, neither does it necessarily cause any depreciation in the animal's value. Yet it is customary to consider a horse to fall in value ten or fifteen per cent. if it has damaged its knee through accident. A broken knee varies from a mere trifling abrasion, down to one of

exposure of the joint. The nature of the ground upon which the animal falls has a controlling influence over the extent of the injury. Some horses are such slovenly goers that they are always stumbling and tumbling, and unsafe for any purpose. A variety of circumstances may cause a horse to fall, but these may not be attributable to either the horse, rider, or driver. In the case of a horse hired for work the proprietor could not recover for depreciation in value arising from the animal falling, provided that the hirer could show that the injury arose through causes over which he had not, or could not, be reasonably expected to have, control. Blemished and "banged" knees in hunters are exceedingly common, and those who have had any experience in the matter usually attach very little importance to this condition, provided that the animal is clever and sound in other respects.

Stiffness of the Knees.

This is a most serious fault in any horse, but in none more so than a hunter, or any animal required for fast work. It is either a temporary or permanent condition. If the former, there will be increased heat, pain and swelling which are

usually absent in the latter. All forms of stiffness of the knees constitute unsoundness, although the degrees of stiffness vary. When buying a horse it is a very good plan to flex the knee-joints. This can be done by grasping the fore-arm with the left hand, allowing it to rest against the examiner's knee, at the same time grasping the cannon with the right hand, when the two parts—that is, the fore-arm and the cannon—should, by flexion, almost touch each other. A horse that has been repeatedly down, although it may not have actually broken the skin, has the latter thickened; but the most significant sign is that afforded by the presence of a few dark coloured hairs, or white hair. Superficial grazing is indicated by the roughened, or broken appearance of the hair.

Speedy-cutting.

By universal consent this is looked upon as unsoundness, and rightly so, because it predisposes the animal to stumble. Faulty conformation, high action, and defective shoeing, are the chief causes of it. It is indicated by the presence of one or more scars just below the knee upon the inner side, and every buyer of horses with high action

should examine this region for the evidence of "speedy-cutting." It is a very easy matter to overlook it, and the author's experience teaches him that a considerable proportion of horses are passed as sound having this fault. In the heavier breeds there is, of course, no necessity to look for speedy-cutting scars.

Cutting, Brushing, or Interfering.

The term "cutting," etc., is applied when a horse strikes the fetlock with the shoe of the opposite foot of the hind limb. It often causes a considerable degree of lameness, with heat, swelling and pain around the part struck. When a horse has been in the habit of cutting, it does not require much observation to ascertain this. One or more old scars can be found; the skin thickened; or the joint enlarged on its inner side. Although this defect can often be remedied by careful attention to the shoeing, it is occasionally due to defective conformation; and no power on earth will remedy it. Some horses have a bony prominence at the lower end of the pastern bone, and it is this prominence that predisposes the part to injury. A question that frequently arises is, Does this constitute unsoundness? It

does, if one accepts the definition sometimes employed in reference to unsoundness, namely, "anything which does at the present, or at any subsequent date, interfere with the utility of the animal." Although it is correct to accept this, a great deal of dissatisfaction will arise if veterinary surgeons make a hard and fast rule to reject horses which are slightly given to cutting. A good deal of discretion must be exercised. If there is any enlargement of the fetlock, or the action defective, or sluggish, it is better to avoid purchasing the animal.

Splint.

Amongst all the diseases affecting the bones of the horse, splint is one of—if not the—commonest (and there are very few men who have had anything to do with horses that do not know the meaning of the term), though the writer's experience leads him to believe that many of those who pretend to know what constitutes splint have little knowledge beyond that of imagination. Splint is equally common to both light and heavy horses, but veterinarians do not attach much importance to it in the latter, excepting vanners, etc., required for fast work. All forms of splint constitute unsound-

ness, no matter whether high or low, inside or outside the leg. One can never tell how long a horse may continue sound when this disease is present, and an apparently trifling splint is suddenly found to have produced a most intractable lameness. A common situation for the splinty deposit to appear is upon the upper third and inner side of the cannon bone, just at the junction of the cannon with the splint bone. The splint bones are two slender rods, situated at the back of the cannon bone, one of them being on the inside and the other on the outside. Each of these small bones comprises a head, body, and terminal point below, known as the "button" of the splint bone, and amateurs often confuse the latter with splint—a totally different matter altogether. As previously stated, the usual place for splint to appear is at the upper and inner side of the cannon bone, but not uncommonly the splinty deposit is situated immediately below the knee, constituting one of the worst situations it can occupy and that nearly always gives rise to lameness; yet the splint is exceedingly difficult to detect. Sometimes a whole group of splints are found at the back of the cannon. Again, these same deposits are often found upon the front, and the outside of

the cannon, lameness being very liable to spring up should the part be struck. Young horses are most liable to become lame through splint, and it is chiefly during the formative stage that lameness arises, though not necessarily so. The splint represents the legacy of a previous inflammation, so that, should any trouble arise as to the existence of this deposit at the time of purchase (say, within a week or ten days), there is sufficient evidence that the splint was in existence at the time of sale. Some veterinarians make a practice of passing horses as sound, though having a small splint, provided that such is situated in a position that they regard as harmless. Others again will pass the animal as "practically" sound, and the seller may be induced—or, at any rate, he should be—to make a slight reduction in the selling price. Obviously the purchaser takes all risk. A remarkable feature in connection with splint, even when very large, is its occasional spontaneous disappearance. Many horse dealers, when they are trying to sell a horse, feel very aggrieved when a veterinary surgeon rejects the animal for what they choose to term a trifling splint, and not uncommonly the disappointed dealer seeks his revenge in the abuse of the veterinarian's abilities. Hereditary predis-

position is thought to play an important part in the production of splint, but the chief exciting causes appear to be unequal distribution of pressure, and concussion.

Sprain of the Back Tendons.

Running down the back of the leg are two very important tendons, known as the flexor pedis perforans and flexor pedis perforatus; also a stout ligament—the suspensory—all of which structures are, not uncommonly, the seat of sprain, either recent or old. A horse may be perfectly sound at the moment of purchase, but become unsound on its way home through sprain in this region, and the buyer will have to put up with it. A recent sprain is indicated by increased heat, lameness, pain on manipulation of the part, and by swelling. But a good deal of care is necessary not to confuse swelling, extending up the leg, from an injury of the foot, with that of sprain of the tendons, etc., as not uncommonly happens. To obviate this, the shoe should be removed and the foot thoroughly examined. An old sprain is denoted by thickening of the tendon, without any of the acute signs. A dispute may arise as to the duration of lameness

attendant upon an injury of this nature, but if the lameness comes on within a few days of purchase, and there are no signs of acute inflammatory activity, one may reasonably conclude that the injury was present at the time of purchase. When examining a horse prior to buying it, it is necessary to run the hand carefully down the course of the back tendons in order to ascertain whether they are "clean" (free from disease) and correct.

The Fetlock.

Amongst all classes of horses bony and other enlargements are very common in this region, and some constitute unsoundness, whereas others do not. Puffy swellings, known to horsemen as windgalls, are very common at the fetlock joints, but do not, strictly speaking, constitute unsoundness. Swellings of this nature are known to veterinarians as distended bursæ, the result of hypersecretion of lubricating fluid. Very often these swellings are indications of hard wear, but many young horses, prematurely put to work, develop them, and they are very unsightly. They are not confined to the fetlock joints by any means, but they are commonest in this situation; yet their presence is not sufficient to enable a dissatisfied purchaser to return the horse,

and he would, indeed, be a foolish litigant who endeavoured to do so. Bony enlargements of the fetlock joint may be situated at the front, back, sides, or extend all round the joint, and necessarily render the animal unsound.

The Pasterns.

The pastern is situated between the fetlock joint and the top of the hoof, and it is very often diseased, more especially in the heavier breeds of horses. The commonest disease affecting this part is that known as ring-bone, owing to the ring-like formation it so often assumes. The terms "high" and "low," "true" and "false" are often employed by veterinarians for distinguishing the position, and nature of the enlargement. All forms of ring-bone necessarily render the horse unsound, although the animal may be perfectly free from lameness. If there is any suspicion of enlargement about the pastern the intending buyer had better have nothing to do with the animal. The fore or the hind pastern may be affected, but commonly the fore, and either one or both. When they are both the seat of enlargement there is more trouble in detecting its presence, more especially if it is a coarse-bred animal, with thick skin, and

big joints. If a horse has been recently purchased, say, within a fortnight, and the buyer given a "general warranty" that the animal was sound, but he subsequently finds this to be incorrect, there ought not to be much difficulty in substantiating a claim against the vendor. The presence of a bony enlargement in this situation cannot arise—in the writer's opinion—under, at least, three weeks, though, more probably, months are occupied in its formation. Diseases of this nature are commonest amongst the heavier classes of horses.

The Foot.

It is a well-established maxim, "No foot, no horse," and a buyer cannot adhere too closely to the value of this remark. The feet, so to speak, constitute the foundation stone, and, as the diseases are numerous and the defects of conformation equally so, it behoves the intending purchaser to make a critical inspection of the feet before concluding negotiations. Both light and heavy horses are equally subject to diseases of the feet, but horses working in towns are more subject to them than those that work on soft ground, or, at any rate, where the roads are not particularly hard. A

horse may perform his work satisfactorily on the land, but directly he comes into town, becomes lame. In London, and other towns, it is a common practice to shoe the lighter horses with pads, or leathers, both of which are detrimental to the preservation of the foot, although it may be necessary to employ them to diminish concussion. All veterinary surgeons do remove, or should, the shoes on the fore feet, before concluding the examination of a horse for soundness. Every buyer of horses should make a point of doing this. The foot should be proportionate to the size of the animal, and neither too narrow, nor too wide. Large feet upon a roadster, for instance, are objectionable; so are those which are too small. If the heels are too high it gives the foot a "boxy" appearance, and throws too much bearing on the front part of the hoof; whereas, when the heels are low, the structures at the back part of the foot are very liable to injury through continued concussion. The wall; the sole; the coronet; and the frog, are all liable to disease, but one of the principal diseases of the feet, is that known as:

Side-bone, or calcification of the lateral cartilages. The lateral cartilages are flexible plates situated at the back of the inner and outer sides of the

hoof, on a line with the coronet, but at the extreme back part of it. In their normal condition these cartilages have an elastic feel when pressed with the thumb, and ought to readily yield to the pressure. But when they are the seat of side-bone, they lose this springy feel. It is an exceedingly common disease amongst cart horses, and the cause of a considerable portion of rejections, when undergoing examination for soundness. Almost all veterinary surgeons reject such horses, but frequently advise their clients to purchase, if the feet are sound in other respects and well open at the heels. This remark is only applicable to cart horses, or others required for slow work. It is reasonable to assume that the seller will make a reduction in the price, considering that the buyer has to take the risk as to whether the animal will continue free from lameness. In every case there is a risk, more especially if the animal has to work on granite roads. Roadsters, and van horses, are often affected with side-bone, and if the intending buyer detects this disease he is recommended to avoid purchasing. Some horses with very large side-bones continue to work for years without showing the slightest signs of lameness, whereas others, having the disease but slightly, suffer from either continued or intermittent

lameness. One or both fore-feet may be affected, and the cartilages on the inner or the outer side the seat of the disease. Speaking professionally, there should be no trouble in deciding as to whether a horse has, or has not, side-bone, and when the buyer, or seller of a horse has any doubt as to whether the animal is affected or not, he can easily clear the matter up by consulting his veterinary surgeon. A distinction must be made between what would be termed the incipient stage of side-bone, and the full development of the latter. In the former, the cartilage either at the inner or the outer side feels indurated, and has only lost part of its elasticity. It is more prominent than normally, but even in this stage, the writer believes that it is not uncommonly a cause of lameness. The question arises, Does an indurated lateral cartilage constitute unsoundness, and must it be looked upon as the beginning of side-bone? In both cases the author would answer in the affirmative. But a good deal of trouble may possibly arise if a purchaser finds that he has got a horse with one of the lateral cartilages in this condition, the animal going lame, and the vendor having given a general warranty with it. It may be asked, How long does it take for side-bone to form? To which no positive

answer can be given. It is a degenerative process —a deposition of lime-salts in the cartilage—and most degenerative processes are slowly developed, so that it is, in all probability, the work of months, and with advancing years, there is a natural tendency for this change to occur.

Sand-crack.

This disease is indicated by a small crack or fissure in the hoof, and may be situated on either the fore, or hind foot. If in the former, it is usually at the inner quarter of the hoof, the horn being thinnest there. It is generally at the toe, in the hind feet. A sand-crack may be superficial or deep, but in every case is regarded as constituting unsoundness. If it is superficial the outer layer of horny tubes composing the wall only are affected, but when deep, the whole thickness of the wall is implicated, so that severe lameness may result through the fissure in the wall nipping the sensitive structures on the face of the pedal bone. Sand-crack usually begins at the top of the hoof, and what may, at first, apparently be but a most trifling matter, not uncommonly turns out to be a troublesome disease of the foot. Bearing this in mind, the upper border of the hoof should always be

carefully inspected, and the hair overlapping the top of the coronet pushed aside in order to ascertain whether this part is free from sand-crack. Cracks, that begin at the lower border of the hoof, are not of much significance.

A purchaser might buy a horse with a general warranty of soundness, say, to-day, but a day or two following find that it had a sand-crack, and that it was producing lameness. The question arises, Has the buyer any claim against the vendor? In the writer's opinion, none, unless he can, by expert evidence, satisfactorily prove that the crack was in existence at the time of purchase. It has been shown that sand-crack may make its appearance quite suddenly, though it is, as a rule, slowly developed.

False Quarter.

This consists of an indentation in the wall of the hoof at the quarter, and it weakens the part, predisposing it to sand-crack. Therefore, it is customary to look upon it as a serious defect. It apparently arises through defective secretion of the horn from the coronet, possibly through some disease previously existent at the coronet, over the seat of the indentation. Low-class dealers

have been known to deceive unwary purchasers by neatly filling in the indentation with gutta-percha.

Canker.

This is a most intractable malady, affecting the sole, the frog, and, in advanced cases, the wall as well. If a buyer neglects to pick up the foot he may easily overlook the existence of this disease, and to purchase a horse with it is certainly buying the worst trouble that horses suffer from. There is no difficulty in recognizing it, the offensive odour being quite sufficient. It attacks either the fore, or hind feet, or it may be one fore, and one hind, or all four feet. Most veterinarians regard it as incurable, but this is hardly correct.

Thrush of the Feet.

This disease attacks the cleft of the frog either of the fore or hind feet, but commonly the latter, and it is often due to the idleness of the groom, the hind feet becoming fouled with the excretions. Although thrush may be a very simple matter in some cases, and usually curable, it occasionally causes lameness, the whole of the frog becoming under-run through the disease, which is easily

recognized by the offensive odour, and suppuration within the cleft of the frog. It is a disease that is gradual in its onset, and the writer makes a practice of rejecting horses affected with it, or else advising the owner to present the animal again for examination after it has been cured of the complaint. As a rule, sellers object to their horses being rejected for what they regard as a very trifling matter; but, still, it is not right for a buyer to have to treat a horse directly it comes into his possession. If a horse be warranted as sound, and the vendee finds it has a thrush on delivery, the writer's opinion is that he has sufficient grounds for returning it.

Separation of the Wall.

The wall and the sole may be separated to some extent through disease undermining the wall at its junction with the sole. If so, the hoof emits a hollow sound when tapped with a hammer. The seedy or mealy condition of the horn is a most serious detriment, and causes a lot of trouble to the shoeing-smith, because the nails do not grip the wall of the hoof as in one which is normal.

Keratoma.

By this we mean the growth of a horny tumour

at the point of the toe, situated on the inner side of the wall of the hoof. As the tumour increases in size, it causes the hoof wall to bulge at this point. Its growth is slow, so that evidence as to the existence of this disease would necessarily go to show that it had existed for several months at least.

Contraction.

A contracted hoof is one that has diminished in its volume at the quarters and heels, and it arises through diminished functional activity, such as that occurring during lameness. It is not a disease, but symptomatic of it. Hence the reason why contraction of the foot—or it may be feet—occurs in such diseases as navicular lameness, side-bone, etc. It is not a difficult matter to tell when one foot is contracted, by comparing it with its fellow; but if both feet are in a similar condition, the amateur will probably overlook its existence. Not only is contraction symptomatic of disease, but it also predisposes to it, owing to the pressure which the contracted wall exerts upon the soft structures contained within the back part of the hoof.

Navicular Disease.

This disease is confined to the structures within the hoof; and the parts participating in the disease

are (*a*) the navicular bone, (*b*) its cartilage, (*c*) the navicular bursa, and (*d*) the tendon in the immediate vicinity of the navicular bone. One or the whole of these structures may be implicated in the morbid process. Navicular disease affects the lighter breeds of horses, and in them it is very common. One or both fore feet are affected, and once the disease starts it continues, so far as veterinarians are aware, indefinitely. It is gradual at the onset, and steadily progressive, rendering the subject of it practically valueless. Let us suppose that a horse was sold with a general warranty, and the buyer subsequently found that he had, unfortunately, got hold of an animal that experts declared to be suffering from this disease. He would, of course, have a good claim against the seller; the only trouble that might arise, would be as to whether the animal was, or was not, affected with navicular disease. The short, cat-like step; the wasting of the muscles at the shoulder; the wearing of the shoe at the toe; the pawing in the stable, together with lameness following rest after exercise, are the most significant signs of navicular arthritis. Sometimes horses with this disease are "unnerved," *i.e.*, a portion of the nerve supplying the foot with sensation is removed. Horses thus operated on

have been sold over and over again at fairs, markets, etc., but it constitutes fraud to dispose of such animals. The seat of incision for this operation is in the hollow of the fetlock, and a small scar in this region (on the inner and outer side) should arouse suspicion. If the animal has been unnerved there is loss of sensation in all parts below the seat of operation, and this can be verified by pricking the leg with a pin. Many sellers will make an excuse about such a mark in order to mislead an unwary purchaser.

Corns.

A corn is the result of a bruise and not, as in a human subject, the effect of continued pressure. It is universally regarded as constituting unsoundness; hence the necessity for having the fore shoes removed before the completion of purchase. The usual seat of a corn is the inner quarter of the sole, between the junction of the wall and the bar. In some instances, faulty shoeing may produce one, but it is generally the result of a bruise, such as that produced by a stone wedging in the foot, or the animal stepping upon a sharp stone. There is a difference between a corn which is recent, and one of some standing. In the former

case, the horn is of a bright red discolouration, whereas, in the latter, it turns yellowish black. If the corn becomes infected with organisms of suppuration, matter forms, and the so-called festering corn is the result. Bruises occur upon other parts of the sole, though less significance need be attached to them. A corn is a common cause of lameness, requiring careful shoeing in order to keep the animal sound. If suppuration becomes established, and due attention is not paid to this, it may break out at the top of the coronet, giving rise to a very troublesome condition known under the name of "quittor." When a horse has low, weak, or thin heels, it is predisposed to bruising of the sole. The same remark applies to one having a flat sole.

Flat or Dropped Sole.

When a horse has been foundered, or had fever in the feet, as it is called, there is a tendency for separation to occur between the inner wall of the hoof and the sensitive laminæ on the pedal bone, separation allowing the latter to descend, pushing the horny sole in front of it as it does so. In advanced stages of the disease, the bone may come through the sole, rendering the horse useless. This

not only occurs in acute cases of "founder" affecting the feet, but also in what is known as a subacute attack, which leads to pretty much the same condition. Dropped, or flat soles, constitute unsoundness, and rightly so, because they predispose to injury. A horse that has been foundered goes upon its heels, and repeated attacks lead to the formation of rings upon the wall of the hoof. The fore feet are more frequently affected than the hind ones. The term "pumiced" foot is often applied to a hoof that has become altered in its shape (dropped wall) through an attack of founder.

Quittor.

The term "quittor" is applied when there is one or more suppurating points at the coronet, and it is necessary for anyone purchasing not to be led astray by the presence of a small scar in this region after it is healed, because it frequently happens that the injury breaks out again and again. Although a bruise may act as an occasional cause, quittor is generally due to the foot having been pricked during shoeing, or it may be through a "picked up" nail; less frequently it is the result of a suppurating corn. Let us suppose that a person buys a horse with a general warranty of soundness,

and that, in the course of a few days, the animal becomes lame, or suppuration makes its appearance at the corony band. The animal has not been shod since it came into the buyer's possession, neither does it show any evidence of a bruised sole. Under these circumstances, is the purchaser entitled to return the animal? It remains to be proved that the existing disease is but a recurrence of a former attack, and the best evidence of this will be gleaned by a careful inspection of the corony band for the presence of scars—the best, though not positive, evidence of previous disease of the kind. It would, of course, be argued for the defendants in an action, that these scars were the result of some trifling injury, but the probabilities would be in favour of previous disease.

The Poll.

The poll comprises the region lying between the ears. It is necessary to examine it for evidence of tenderness or the presence of the so-called "poll evil," which is indicated by suppuration.

The Withers.

This is a fairly common place at which to find bruises, and one, if diseased, that causes a lot of

trouble. A bruise may be recent; if so, it is accompanied by increased heat and tenderness; but if old, there will, very likely, be one or more suppurating sores upon the withers. A horse in this condition is necessarily unsound and quite unfit for work. Horses with long manes should be carefully examined in order to ascertain whether the withers are perfectly free from any skin disease, because this is a very common situation for mange, etc., to make its appearance.

The Chest and Ribs; also the Brisket.

The chest is principally formed by the ribs, and a considerable portion of it lies under the shoulder-blades, but the greater part behind the elbows, extending up to the spinal column. The floor of the chest is formed by the sternum or the breast bone, and this is sometimes the seat of fistula—a very intractable disease.

The Back and Loins.

Anchylosis, or stiffening of the bones of the back, is not an uncommon result of injury, and it materially interferes with the utility of the animal, because the individual bones of the spinal column have lost their normal degree of mobility and the

animal has not perfect freedom of movement. To no class of horse is this statement more applicable than to those used for heavy haulage, and also to hunters. The best method of detecting it, is to back the animal, and to turn it sharply round.

The Haunch.

The external angle of the haunch constitutes that prominence lying immediately behind the upper area of the flank. It is occasionally the seat of injury—fracture—the point of the haunch having been knocked off the prominence becomes flattened, and this is readily detected by comparison with the opposite side.

The Stifle.

This joint corresponds with the knee joint in man, and is formed by the union of three bones, namely, the lower end of the thigh bone; the upper end of the tibia or second thigh bone; and the patella or knee-cap, in front. It is occasionally the seat of rheumatic lameness; but in young animals the knee-cap will frequently slip out of its place, constituting "slipped stifle." This is an accident that may happen at any moment, so that a buyer has no claim against the vendor, unless he can prove that it existed at the time of, or prior

to, the sale. Cramp of the muscles of the stifle brings about a similar class of signs, and it is very easily confused with slipped stifle.

The Hock.

Introduction.—It is necessary that the reader of a work of this class should acquire an elementary knowledge regarding the anatomical conformation of the hock, which includes the area lying between the lower end of the second thigh and the upper end of the cannon bone. For convenience, we may say that the joint has a front face; and inner, outer, and posterior surfaces. The extreme posterior part of the hock corresponds to the heel in man, and its summit is known as the point of the hock, being formed by a single bone known as the os calcis. There is a large screw-like bone that works in corresponding grooves on the lower end of the second thigh; this screw-like bone is termed the astragalus, and its lower face articulates with the smaller bones of the hock, with the os calcis behind, and also with two other small bones of the hock. The internal surface of the astragalus is very rough and bears a small tubercle below. The external surface is also rough, and has a circular depression for the insertion of ligaments.

The small bones of the hock are known as the scaphoid; the cuneiform magnum; and the cuneiform parvum, together with a small brick-shaped bone, known as the cuboid.

In a hock that is well formed and clean—*i.e.*, free from an excess of tissue beneath the skin, these various prominences can be seen and felt in outline through the skin. Strictly speaking, there are three joints constituting the hock, namely, that between the lower end of the second thigh bone and the astragalus; the second one, between the individual bones of the hock; and the third one, between the latter and the upper end of the cannon bone. The bones, ligaments, and the lubricating sheaths entering into the formation of the hock, as well as that of the skin covering it, are all liable to participate in the various diseases affecting this region, over which so much litigation has arisen, and will continue to arise. Amongst the numerous diseases affecting the hock the commonest of all is that known under the title of

Bone-spavin.

This disease makes its appearance at the inner surface of the hock just at its junction with the head of the cannon bone, and is denoted by a

variously-sized bony prominence, most readily detected by manipulation with the hand, and comparison with the corresponding hock. Although the difference may be slight, there ought not to be a great deal of difficulty experienced in the detection of spavin, provided that both hocks are compared with the fingers of the same hand. Not only may spavin be felt in this way, but it can also be seen by observation, and anyone examining the hocks with a view to detection of bone-spavin should place himself in front of the hind limbs, and view the hocks from an oblique direction. Normally, one hock may be bigger than the other; if so, it is a very difficult matter to decide whether a hock is spavined or not. Again, both hocks may be spavined. If so, it is equally difficult to decide, unless there is a difference in the size of the spavins. No matter whether a bone-spavin is large or small, it renders the animal unsound, because it may become lame at any moment, and spavin lameness is often of the most intractable nature. The size of a spavin has nothing whatever to do with the degree of lameness from this cause; some very large bone spavins never interfere with the utility of the animal, whereas, an apparently insignificant one may be a constant source of trouble to both the owner

and the horse. It is said that the "position" of the enlargement bears some relationship to the degree of lameness, but no matter where situated, it is absolutely necessary to reject the animal. Veterinary surgeons are often at considerable variance as to the existence, or non-existence, of bone-spavin in a particular animal. Why there should be these differences of opinion it is somewhat difficult to understand, provided that an honest opinion be given. More difficulty is likely to arise, however, when the deposit of new bone has taken place upon the grooves, etc., traversing the surfaces of the bones. Some veterinary surgeons make a point of passing cart horses as sound, though the hock be spavined, provided that the animal is free from lameness, has good-shaped hocks, and is over five years of age. Many such practitioners consider that a spavined hock is, under these circumstances, better than one without the disease. When old horses are affected with bone-spavin they should always be condemned, because, in these subjects, the disease continues to run a destructive course. There is a diseased condition of the hock known as occult spavin; that is, an inflammation attacking the bones of the hock, without giving any external evidence of its existence. There is no method

for the detection of this, but veterinarians, in the absence of lameness in other parts of the limb, very often fly to this as the probable source of mischief. The vein passing over the inner aspect of the hock sometimes appears to be plainer than it ought to be—varicose, as it were—and to this condition the term blood-spavin is applied. It is not a diseased condition under any circumstances. Regarding the nature of bone-spavin, it is possibly rheumatic in some cases, but hereditary predisposition is believed to play its share in the production of it. It is chiefly during the formative stage that lameness is so marked, and, after all the acute signs have subsided, the animal may become free from lameness. The spavin represents nature's attempt to consolidate the joint, but, in doing so, it is necessary to cement some of the smaller bones of the hock together, so that some freedom of movement, between these bones, must be lost. Spavin is much more detrimental to a horse required for fast work, than one wanted only for slow work. Horses have been frequently passed as sound, and then the buyer, has—say, within three weeks of the purchase—been informed that the animal has a spavined hock, although sold either with a warranty, or else passed as sound by a veterinary surgeon.

He now seeks redress from either of these sources, and trouble arises, first, as to whether the hock is, or is not, spavined, and, secondly, whether it was so at the time of sale, and further, as to the time occupied in the formation of the spavin. The question is, Can conscientious expert evidence be accepted as proof of any specified time for the production of bone-spavin? It is, in the writer's opinion, an impossibility to give any positive answer.

Sprung-hock.

The term "sprung-hock" is applied to a general enlargement of the hock joint, and, when the joint is enlarged, it necessarily interferes with its working power, and if a horse has not the full use of its hocks its market value is much depreciated.

Capped-hock.

There are several varieties of "capped-hock," and unless the point of the hock is diseased, or the animal lame, it is questionable whether it can be regarded as unsoundness. In every case it constitutes a blemish. The skin, the bursa beneath the skin, the tendon, or the bursa lying beneath the latter, are the structures usually implicated

in capped-hock. One or both hocks may be affected, and the size of the enlargement varies. Many horsemen look upon capped-hock with considerable suspicion, believing that it may be taken as evidence that the animal is a kicker in harness. But it may be done in the stable by knocking the points of the hocks against the stall posts, or else done in lying and rising. A frequent cause is kicking during transit by train. If the capped-hock is a recent one, there will be a considerable degree of heat, pain, and swelling about it, whereas, if the disease is of any standing, there is neither heat, nor pain in the part. Capped-hock is capable of arising at any moment, and a horse purchased as sound might be found in this state on arrival. The purchaser must, however, prove that the hock was capped at the time of the sale to him.

Curb.

This is a swelling or enlargement two or three inches below the point of the hock, and appears to be the result of a sprain, or some other injury to the ligament running down the back of the hock. A "curb" varies in its size, from that of the finger-nail to a well-marked prominence, readily discernible, when viewed in profile. The slightest convexity can be seen in this manner. Veterinary surgeons

differ somewhat in their views regarding curb, and its relationship to the soundness of the animal. Some are of opinion that it should be always a cause for the rejection of an animal, whereas others do not think so, unless accompanied by lameness. Legally speaking, it does constitute unsoundness, and it is only right to reject an animal for it, more especially if the hocks have that conformation which is regarded as predisposing to its production. The size of a curb bears no relationship to the presence, or absence, of lameness. It is chiefly during the formative stage that lameness is present, but curb is an occasional cause of intermittent lameness. Both light and heavy horses are liable to spring a curb, but it is more frequent in roadsters, hacks, and hunters, than in cart horses. The so-called "curby hock" is sickle-shaped, or over-bent, but some veterinary surgeons do not attach a great deal of importance to this conformation of the hock in its relationship to the production of curb. Dealers often present horses for examination as to soundness with well-developed curb upon one or both hocks, pretending, at the same time, to be unaware of its existence; in fact, some are inclined to dispute its presence if they think that the intending buyer

can be taken in. If curb is present, no matter how slight, it is readily discernible, and there should be no two opinions regarding its existence, or otherwise. A horse purchased with a general warranty, and found to have curb on arrival, can be returned as unsound; but it must be borne in mind that a disease of this nature may make its appearance within three or four days of purchase; though in this period, it would be of a very rudimentary nature, and a well-developed curb, must be taken as evidence of its existence for several months, at least. Firing is frequently resorted to for the removal of curb, so that there may be evidence of this operation having been done, either in the form of points, or as line firing.

Thorough-pin.

The term "thorough-pin," or "through-pin," is applied to a swelling appearing at the back of the hock, just in the hollow immediately above the point of the hock, and as the enlargement can be pressed from the inner to the outside, or *vice versâ*, the term is not an inapplicable one. All veterinary surgeons regard it as constituting unsoundness, and this is rather remarkable, considering that it rarely interferes with the animal's utility. One or both

hocks may be affected, as in the case of curb. The swelling varies in its size, and is sometimes so small as to be hardly noticeable. Thorough-pin comes on gradually, being the result of a chronic inflammation. It is due to the distension of the sheath of flexor pedis perforatus tendon.

Bog-spavin.

This term is employed for the purpose of indicating a soft or puffed condition of the hock, the joint becoming swollen, through an over-secretion of the lubricating material in connection with the tendon, sheaths, and synovial membrane of the hock joint. All classes of horses are liable to have their hock—or hocks—enlarged in this manner. The swelling may be sufficient to interfere with the free play of the joint; if so, it must be looked upon as unsoundness. But a slight over-filling of the joint, following active work, is not usually of much significance. It is a very loose term, and one that includes a variety of pathological conditions. There are numerous bursæ—tendon sheaths in connection with the hock joint—and a good deal of discretion must be exercised when purchasing an animal with an enlargement of this kind, because there is no knowing whether

lameness may, or may not, spring into existence. Most of these enlargements are of gradual onset, but not necessarily so; in fact, they may make their appearance in a single night. But in this case it is usual for the swelling to be accompanied by increased heat, pain, lameness, and a degree of fever.

Psoriasis.

This is a skin disease attacking the front face of the hock joint, and although apparently but trifling, experience shows it to be a most intractable complaint, and one that causes—or should cause—rejection. It constitutes unsoundness, being a chronic form of eczema. The same disease also appears upon the back of the knee joint, and the old terms "mallenders" and "sallenders" were employed by horsemen to indicate this disease; the former term when it appeared at the knee, and the latter when at the hock.

String-halt.

In this disease the animal lifts one or both hind legs suddenly up in a jerky manner, both in and out of the stable, but it is most readily observed when the animal is turned suddenly round, or

when it is compelled to stand over in the stall. It is an incurable disease, and universally recognized as constituting unsoundness, though it may not interfere with the utility of the animal. It does, however, ultimately tell upon the functional activity of the limb, and an animal affected with this complaint is more liable to develop such diseases as would be produced by concussion—*e.g.*, side-bone, ring-bone, bone-spavin, etc. Some horses are only slightly affected with string-halt, whereas others have the disease in a very severe form. In rare instances it has been observed in the fore limbs. It may be developed suddenly after external injury, or without any visible cause. There is what is sometimes termed "symptomatic string-halt"—that is, a sudden jerking of the limb accompanying a sprain, etc. The causes of string-halt are variable, but such diseases as bone-spavin and ring-bone, as also disease of the pelvic bone, are recognized as having to do with the production of string-halt. It must be considered, however, as one due to impaired functional activity of the muscles and nerves of the hind limbs.

Shivering, or Chorea.

Some horses are very badly affected with this

disease, whereas others have it but slightly. It consists of a shivering or trembling movement with either the hind or fore limbs when the animal is made to back. It is generally the hind limbs that are affected, and great difficulty is experienced when the horse is compelled to back. Many a shiverer has been sold as a sound horse because there is often great difficulty in detecting it. In fact, one may have to wait weeks or months before it can be found out. Evidence of this disease may show itself by a slight uplifting and quivering movement of the tail, best observed when the animal is drinking, or immediately after it comes in from work. The question may be asked, "Can a horse suddenly develop this disease?" To this no answer can be given, but if shivering is detected in a horse, recently purchased, with a general warranty, it is usual to presume that it had the complaint at the time of sale. But no expert evidence can be given in support of this view, and the seller's argument that it may have come on since the time of purchase, is as likely to hold good as the plea that it existed at the time of sale. Speaking strictly, shivering is a disease without any pathological facts sufficiently significant to establish a general rule relative to its causation. Hence, the reason why it is impossible

to make any positive assertion as to the duration of the complaint.

Vertigo.

The term "vertigo" is applied when a horse is suddenly seized with a fit of dizziness, usually whilst at work. Another term for much the same affection is that known as "megrims." The animal may be travelling all right when, without the slightest warning, it is attacked with staggering, probably falling to the ground. These seizures are not unlike apoplectic fits, but there is little, if any, loss of consciousness. The attack may last only a few minutes, the animal regaining the use of its limbs and continuing its journey as though nothing had happened. Any man might dispose of a horse subject to these seizures, and no power on earth could compel him to return the purchase price unless the buyer could prove that the animal had had previous attacks of a similar nature. Anyone unfortunate enough to purchase a horse of this description must, if he wishes to return it, endeavour to find out its previous history and rely upon this to support his case. Needless to say, such an animal is unsafe either to ride or drive, but might do slow, light work. There is no knowing

what period may intervene between an attack and the succeeding ones, but it may be months.

Diseases affecting the Respiratory Organs.

So far we have discussed some of the principal diseases in relation to soundness affecting the sight and the limbs, and although it is necessary that a horse should be sound, or practically sound, in sight and limb, it is even more desirable that it should be sound in its wind. The following are the principal diseases bearing upon the soundness, or otherwise, of the horse.

Broken Wind.

Although a somewhat peculiar expression, the term is a significant one, really meaning that the respiratory act is broken or divided into two parts. Normally, there is an inspiratory and expiratory effort, or a taking in and breathing out of air. In broken wind the inspiratory act is performed normally, but the expiratory one is peculiar, and not performed as it ought to be—namely, by a complete fall of the chest wall. It is divided into two parts. The first portion of the act is suddenly arrested, so that the remainder of the air within the lungs appears to be gradually squeezed out, and a

furrow can be seen running along the floor of the chest very like that which is so commonly observed in a well-marked attack of pleurisy. The expiratory effort is double—the so-called "double lift." It is most important that a buyer should look at a horse's breathing, as a broken-winded horse has no marketable value, and it is quite an easy matter to be taken in, many a broken-winded horse having been sold as sound, but such sale constitutes fraud. In addition to a careful inspection of the breathing, it is advisable to cough the animal by gently squeezing the upper part of the throat. A broken-winded horse has a very characteristic cough—once heard, it is easily recognized a second time. Unprincipled dealers, however, resort to the use of certain agents for the purpose of keeping the cough in abeyance, such substances as a mixture of shot and grease being given to the animal just before it goes to the sale. Others, again, make a point of giving doses of common tar in the form of balls, daily, and this has, we believe, a similar effect. The cough of a broken-winded horse is short, hollow, and of a grunting nature. It may be a difficult matter to find out how long the animal has been affected with this disease, and it has been argued that it may be sound in the morning

and broken-winded at night. But this seldom holds good, because veterinarians are universally of one opinion as to the *gradual* development of this affection. Although the true pathological nature of the malady is not understood, the changes usually observable *post mortem*, in connection with the lungs and stomach, show that broken wind is gradual in its development. The dilatation of the air vesicles, together with the rupture of many of these, and the thinning of the walls of the stomach, so often present, are clearly indicative that the disease occupies weeks, or months in its development. One cause of broken wind is feeding upon dusty hay, and driving the animal immediately after feeding; this shows the advisability for not working a horse for at least an hour after it has been fed and watered. A broken-winded horse may continue to do its work fairly well, but it is necessary to pay particular attention to its feeding, avoiding bulky food, dry food, dusty fodder, or food of inferior quality.

Grunting.

Almost every horseman is familiar with this term, and dealers usually look upon it as evidence that the animal is not sound in its wind. But veterinary surgeons know differently to this, because some

horses will grunt when they are perfectly sound. Again, grunting is sometimes observed in pleurisy, being in this case due to pain. Quite recently the writer attended a horse that had an attack of pleurisy, and the most significant sign was that of grunting when the animal was compelled to move or the slightest feint made to strike it. When in health this horse was absolutely sound in its wind. Veterinarians look upon grunting as significant of nervousness in some cases. But it must be borne in mind that it is one of the cardinal signs indicative of "roaring," and any horse that grunts under a threat to strike it, must be thoroughly tested with respect to soundness of wind, for otherwise trouble may arise. In a recent case, a buyer brought an action against a veterinary surgeon for having passed a horse as sound which grunted, but it was argued by the counsel for the plaintiff that grunting was significant that the animal was unsound in its wind, and that it was present at the time of sale; and further that the veterinary surgeon employed by plaintiff to examine the animal did not exercise ordinary professional skill during the course of his examination. Expert evidence was given by witnesses on both sides as to the pathological significance of this

sound. But the ultimate issue was in favour of the defendant, on the ground that grunting was not sufficient evidence in itself of a horse being unsound in its wind, and that all reasonable means had been employed for ascertaining the soundness of the animal's respiratory apparatus. Therefore, the mere fact of a horse grunting, when a feint is made to strike it, is not sufficient ground to condemn the animal as unsound. It is correct to regard it as "suspicious" only, and must always be supplemented by testing the wind in other ways.

Roaring.

(*Laryngismus Paralyticus.*)

The term "roaring" and its modified sound, "whistling," is used by horsemen and veterinarians for the purpose of indicating an abnormal sound emitted during breathing, whilst the animal is undergoing exertion, either slight or severe, in accordance with the extent of the disease operative in the production of the sound. There has been a great deal of litigation respecting the sale and purchase of horses affected with this disease, though it must be understood that the sound—"roaring"—is but symptomatic of some complaint involving the upper part of the respiratory tract. There is

considerable diversity of opinion as to whether "whistling" is a more advanced form of "roaring," or whether it is the elementary stage of it. Both "roaring" and "whistling" constitute unsoundness, and detract from the pecuniary value of the animal, though not necessarily from its utility. Many hunters perform their work satisfactorily, although they are what are termed "rank roarers" —a vulgar, but significant expression. A variety of causes are capable of giving rise to both "roaring" and "whistling," and it is only by a just appreciation of the causes operative in the production of these abnormal respiratory sounds that one is enabled to form any opinion as to the duration of this respiratory defect. It is, however, a most important matter to be able to judge, or approximately estimate, its duration. One of the — if not *the* — commonest causes of this abnormal sound is that arising through paralysis of certain muscles of the larynx, the paralytic condition being due to fatty degeneration of these muscles; consequently, they are no longer able to perform their normal functions. Whether these changes are primary or secondary is uncertain. But a branch of the left recurrent nerve supplies motive power to the muscles diseased, so that this nerve is implicated

in roaring. This is the commonest cause, and one that comes on gradually. Morbid growths in the nasal passage, and in parts in juxtaposition to the upper portion of the respiratory tracts, are occasional causes, and these may produce roaring in a gradual manner, or they may give rise to it *instantaneously*. It is important to bear this in mind, should litigation be likely to arise. The sudden development of "roaring" may occur through the displacement of a stalked morbid growth (polypoid tumour) over the glottal opening, thus interfering with the normal supply of air into the larynx. Intermittent forms of "roaring" are, sometimes, induced in this manner, so that it is quite compatible with pathological facts (of which numerous instances have been recorded) that a horse may be sound in his wind at the time of examination, yet become a "roarer" *immediately* afterwards. That this is an exceptional cause it must be admitted. In lead-poisoning, and also through feeding upon certain species of vetches, "roaring" has been produced, but a little careful discrimination usually leads one to the cause in this case. From time immemorial it has been customary to regard "roaring" as a hereditary disease, but whether this is correct has not—so far as the

writer is aware—been proved. The mere fact of the progeny of a certain sire, or dam, producing offspring that have subsequently become "roarers" may be taken as evidence, but cannot be accepted as proof, more especially when one considers that the progeny of inveterate "roarers" may be, and remain sound in wind. When speaking of "grunting," reference has been made to this as a sign, though not a positive one, of "roaring," but the best method to bring the roaring sound out is, in the case of a saddle horse, to gallop it sharply over heavy ground, or up hill; still it must be borne in mind that when the seller of a horse which is affected in its wind, or the groom of a seller, rides the animal, he can keep the sound under—by galloping the animal whilst it is at a distance, but when it comes near to the observer letting it slow down. This is called the "long trot." Cart horses should have a good load put behind them and be compelled to move sharply up a stiff incline, or they may be put in a lunging rein, and circled at a trot for five or ten minutes.

The writer frequently tests this class of horse in the latter manner. All kinds of horses are equally subject to "roaring," but it is more frequently met with in animals required for fast work. What may

be termed temporary forms of "roaring" accompany acute inflammation of the throat, strangles, etc., the noise subsiding with the decline of the disease. In strangles, however, there is, not uncommonly, a legacy in the form of this abnormal sound. It is customary amongst horse dealers to say that an animal is sound and "only that he makes a bit of a noise." An intending buyer may attach any meaning he likes to this, and if he chooses to buy the horse after being informed of it by the seller he cannot, of course, look for redress, should the animal turn out to be a "roarer" of the worst description. What is termed a "high blower" is a horse that utters a loud sound closely allied to that of "roaring," and practically inseparable from it. The term "thick wind" is also applied when the animal breathes with difficulty, and the flanks heave abnormally during exertion.

Diseases of Internal Organs.

Very often horses are offered for sale because they are not sound in their internal organs. For instance, a horse may have repeated attacks of colic, and the proprietor is warned that unless he "puts him into his pocket," as the saying goes, he will probably die. Under these circumstances

he decides to dispose of the animal, and, of course, the purchaser cannot ascertain from the horse's appearance that it suffers in this manner. Shortly after its arrival home, owing to the change of food, etc. (sometimes disease of the digestive apparatus is masked by treatment, or the animal may be drugged right up to the time of sale) the complaint to which it is subject immediately afterwards returns. To sell a horse under the influence of drugs constitutes the worst form of fraud, but there is a difficulty in proving it. In order to recover the purchase price, the buyer must be in a position to prove indisputably that the complaint—be this of whatever nature it may—was in existence at the time of sale, or that the animal was the subject of previous attacks of the ailment. All obscure diseases may not render themselves evident during the time specified for their return at the various horse repositories, and if the buyer of an animal at such places had not the facility for ascertaining the existence of such disease, within the time specified, he would, in the writer's opinion, have sufficient grounds for claiming the return of his money, from the vendor of the animal. Heart affections are not at all uncommon in horses, and many sudden deaths are attributable to this

cause. It is rather remarkable that so few purchasers of horses pay any attention to this matter. But this is, no doubt, because the amateur buyer is not in a position to ascertain the state of the heart from the pulse-beats. To perform its work satisfactorily, a horse must have a sound heart, and weakness of this organ is a frequent cause for the distress accompanying severe exertion, or, in other words, embarrassed breathing.

The Temperature and the Pulse.

In the thorough examination of the horse as to soundness it is always expedient for the examiner to take note of both pulse and temperature. The normal temperature of the horse at rest may be taken at a hundred, or a hundred and one, but during exercise the temperature rises several degrees, and, of course, in all fevers, etc. The normal number of pulsations per minute when the animal is at rest ranges from thirty-six to forty-five, the smaller number being about the average for a cart horse, and the larger one for lighter-bred horses. In very young animals the number of pulsations is much greater, say, sixty or sixty-five times per minute.

CHAPTER X.

General Hints Relating to Buying.

WHENEVER possible, purchase from a dealer of repute, so that in the event of anything going wrong, you will be in a better position to obtain justice.

Remember that purchasing horses at fairs and public auctions, even though a warranty be given, does not prevent the buyer from being taken advantage of.

If you contemplate purchasing at a horse repository, it is advisable to ask a M.R.C.V.S. to accompany you to the repository on the day preceding the sale, so that he will have a reasonable chance of examining the animal selected and noting patent defects.

If it is a saddle horse, the intending buyer should either ride the horse himself, or allow his groom to do so, provided that the latter be a disinterested party.

A harness pony should, whenever possible, be

tried in harness, and, above all, driven in traffic, more especially where there are motors and other street nuisances.

If a horse is bought at a repository with a general warranty, and the purchaser finds that it is disconform to such warranty, he should endeavour to return it, within the time specified, by the regulations of such repository.

When reading the catalogue description of a horse, pay particular attention *to the wording* of the description, because this may be but a representation without any warranty, or it may be a combination of both.

If selecting a horse for a lady to ride, the buyer must be careful, because the mere fact of the catalogued description saying, "Has been ridden by a lady," may be as empty as it is misleading. Where the prefix "regularly" is employed, this is a representation that the animal is suitable as a saddle hack, for a lady

Hunters should be sound in wind, limbs, and sight, and it is not advisable to buy an animal of this class without knowing something about its history.

With few exceptions, a hunter should be tried, if possible, under natural conditions.

Never purchase a horse that you know has been a kicker in harness, a bolter, a setter, etc., because (with rare exceptions) these vices are incurable, no matter how long since the last outbreak.

If a horse discloses a number of faults, after he has been warranted as sound, and such faults are discovered within a reasonable time of sale, have the animal examined by a qualified veterinary surgeon, and obtain from him a certificate setting forth the principal fault, and adhere to this as the basis of the breach of warranty. The sooner the seller is notified the better, and if he refuses to accept the return of the animal, he becomes liable for its keep, etc.

Never buy a horse from a friend, or from any man that has nothing to lose.

Do not listen to any tales the seller may tell as to the temporary nature of any ailment, because sometimes one injury may be inflicted for the purpose of overshadowing some other one, in all probability, of an incurable nature.

Whenever possible, get a horse on trial, say, for a week or ten days, and take every opportunity of trying it under conditions favourable and otherwise, during this time.

It must be pointed out that a horse may be abso-

Thoroughbred stallion.

lutely sound at the time of purchase, but become an unsound one immediately after; and that when a veterinary surgeon passes a horse as sound, it is quite useless for the buyer to endeavour to throw the onus upon the examiner, in the event of the animal turning out unsound, unless sufficient expert evidence can be adduced to *indisputably prove* that the animal was *unsound at the time of purchase.*

If you are buying a horse for another person, have a clear understanding as to his requirements, taking particular care to comply with his wish regarding age, sex, height, colour, markings, temperament, price, and general build of body, etc. As a rule, it is a difficult matter to please another man in the selection of a horse, but it is a still more difficult matter to please a woman, not only in the selection of a horse, but in the management of her affairs.

Twenty per cent. can often be got off the price a dealer may ask.

If the seller of a horse refuses to give delivery until the money is paid, and he is well aware that your position is good for the amount, the writer's advice is that you have nothing further to do with the transaction.

If buying a horse for double harness, take care to drive it on both the near and off side of the pole

along with its companion. Some horses have been driven on one side only, and nothing will make them run in double harness on the other side.

When a horse has been broken to single harness, but refuses to move when it comes into fresh hands, it may be that it has been driven with an open bridle. In any case, if such happens, an endeavour should be made to trace the history of the animal, so that it may be possible to ascertain the cause of its refusal to work

A sound horse is not necessarily a good one. In fact, one may go a very long time before finding a perfectly sound animal, and after having done so, it may be a slug of the first order.

You may hear what the seller or his grooms have to say about a particular horse, but be careful to satisfy yourself as to the correctness of such statements.

If you intend buying a horse from a dealer, pay your visit unexpectedly, so as to see the stud under ordinary circumstances.

If you buy without professional examination, you must endeavour to ascertain the animal's correct age, as very few sellers of horses refuse to wear the regulation hat, in order to comply with the intending purchaser's views as to age.

Cart horses should be tried in harness, up hill and down dale, in and out of traffic; hunters and hacks ridden and jumped; and ponies for children and others of nervous temperament require particular care in selection.

If purchasing a brood mare, see that she has no disease likely to be transmitted to the foal.

CHAPTER XI.

Hints Relating to Selling.

A SELLER, no matter how much confidence he may have in his own abilities as a judge of horseflesh, should never give a general warranty of soundness, unless it be done immediately after a veterinary examination.

Never attempt to disguise a horse's faults, but allow the intending purchaser every reasonable facility of ascertaining them both in, and out of, the stable.

If a dealer is approached by a private buyer for the purchase of a particular class of animal, he should endeavour to supply him as nearly as possible in accordance with his requirements, always remembering that the most lasting reputation is that which is built up by straightforward dealing.

If a wealthy client approaches a dealer with a view to purchase, it is bad policy for the seller to ask a big price simply because the intending pur-

Persimmon, thoroughbred stallion.

[*Facing page* 146.

chaser may have plenty of money. It is far better to supply good animals at reasonable prices than to ask a fabulous price simply because a horse happens to be a bit above the average quality, or the client a wealthy one.

Whenever sending a horse to auction, take particular care to have it described in the catalogue absolutely correctly.

Never warrant a horse sound, knowing full well that the animal is not so. Do not try to take advantage of a buyer whose knowledge of horses is of a very limited character, but deal with equal fairness with both the amateur and the expert.

Never mislead a man regarding a horse's age, and do not enter into dispute with a client's veterinary surgeon because the latter does not enable you to carry out the sale of a particular horse.

Never make any remarks regarding the abilities of a veterinary surgeon through disappointment. It is, to say the least of it, bad taste, and may become detrimental to you at some future time.

If a horse has any vice about it, do not allow it to be sold without fully acquainting the intending purchaser.

A horse dealer who values his reputation will endeavour to exclude weedy, vicious and unsound

horses from admission into his stables; but as unfortunate purchases are made now and again, the dealer has to get rid of them, but it is far better to do this at a sacrifice, *with all faults*, than to endeavour to conceal the animal's defects.

CHAPTER XII.

Warranty, etc.

When purchasing a horse the maxim *caveat emptor* ("let the buyer beware") constitutes a legal rule; and any man who buys a horse without a warranty, unless he can adduce evidence of fraud, has no remedy. If a buyer accepts a horse under these conditions, no matter whether it be unsound or vicious, he cannot recover from the seller.

When a contract for the sale of goods by description is entered into, there is an implied condition that the goods shall conform to the description.

A warranty is of two kinds, viz. :—

(*a*) General.

(*b*) Qualified.

There is also the so-called limited warranty.

(*a*) *General Warranty.—This is an unconditional undertaking that the horse* (*etc.*) *is what the warrantor professes it to be.*

(*b*) *A Qualified Warranty.*—"If a seller at the time of sale says, 'I never warrant, but he is sound so

far as I know,' it is a *qualified warranty*, and an action for breach of warranty may be maintained upon it by the purchaser, if it can be proved that the seller *knew* of the unsoundness" (Oliphant's "Law of Horses").

A Limited Warranty is one that covers a specified time, and such are operative at all the horse repositories; and if the vendee fails to return the animal within the stipulated time, he cannot maintain an action, unless fraud or deceit has been practised, or the animal is unfit to return through illness. Notice of such must be at once given to the auctioneer.

In every case the intending buyer should insist upon having a *written warranty*, and if the seller objects to give this, then one may take it as sufficient warning that the animal will not conform to his *verbal* statements. There is always a good deal of trouble experienced in dealing with a *verbal warranty*, or, rather, a breach of such. It may have only amounted to a *representation*, which is quite a different matter.

As a rule a seller denies warranty, and unless there be sufficient evidence that he did warrant at the time of sale, the buyer cannot maintain an action for a breach of it.

The wording of the written warranty ought to cover the age, soundness, freedom from vice, and the suitability of the animal for the purposes desired. It may be written after the following style :—

"*Received from Benjamin Smith the sum of fifty guineas for a grey mare, warranted only five years old, and free from vice, quiet to ride and drive in single or double harness, sound, and correct in every way.*

£52 10 0 (Signed) ARTHUR SIMPSON."

Date :

Distinguishing marks:

A warranty given after sale is useless, and so are any remarks relating to the contract not upon the written document.

Warranty as to soundness does not cover suitability for a particular purpose.

When more than one horse is sold for one amount, and there is a warranty given as to the quality of all, the contract of sale is entire, but the warranty is several (Oliphant's "Law of Horses").

A warranty applies to the *time of sale* and *not to future events,* unless this be expressly stipulated or embodied in such warranty.

When a contract is entered into, and a *warranty* given at the *time of*, or *before the sale*, and the buyer relies on the *bona fides* of the warranty, the latter can maintain an action if there is a breach of the warranty.

"In a case where the seller told the buyer that one of the horses he was selling him had a cold, but agreed to deliver both at the end of a couple of weeks sound and correct in every way: and at the end of this time both the horses were delivered but one had a "filled leg," and the other a cough (present at the time of sale), the vendor brought an action to recover the price, but he was non-suited and the Court of Common Pleas refused to grant a new trial, holding that the *warranty* did *not apply to the time of sale*, but to a future period" (Oliphant's "Law of Horses").

If a person sells a horse for *specified* purposes, and the animal does *not* conform to the description, the buyer is entitled to recover. It is a *warranty for a particular purpose.*

When a seller disposes of a horse as quiet to ride and drive, followed by the words, "warranted sound," there is no *warranty* as to the animal being quiet to *ride* and *drive.*

If the seller is guilty of any fraudulent practice

at or before the time of *warranty*, such sale can be set aside on the grounds of fraudulent contract.

Sale and Warranty by an Agent.

If an agent be guilty of fraud in a transaction on behalf of his principal, the latter becomes liable. Such agent must be acting in accordance with his employment.

If a party undertakes to perform an act as the agent of another, *without authority* from the principal, or if he exceeds the power invested in him, the agent becomes personally responsible.

An agent must not exceed his authority. When a person is unquestionably acting as agent, and enters into a contract, on behalf of his principal in that capacity, the agent cannot be sued upon the contract. He can, however, be sued so as to make him liable in damages for the loss sustained by the person with whom he has entered into the contract.

Damage Caused through Negligence.

In Oliphant's "Law of Horses" a case is given in which a master sent his groom with a horse to a fair, and, as the distance was considerable, the groom was compelled to stable the horse for a night during the journey, which he did in one of his

master's tenants' stables. The horse had glanders, and he infected other members of the stud.

It was held by the Court of Session in Scotland that putting the horse into the tenant's stable was an act done by the servant in the proper execution of his duty, and for which the master was liable upon proof of the servant's knowledge of the disease.

"A servant employed by a horse dealer as his agent to carry on his business has an implied authority to warrant the horses sold by him for his principal as sound, without any special authority for such purposes" (Oliphant's "Law of Horses").

In the case of Howard *v.* Sheward, this is typically illustrated.

The plaintiff asked the proprietor's brother—the proprietor being a horse dealer—if the latter knew of a horse that would suit him. He answered in the affirmative, and the animal was shown to him, and he purchased it for £315. The proprietor's brother said, "I'll guarantee the horse is sound," though the animal was, at plaintiff's request, examined and passed as sound.

Shortly afterwards it was proved to have been unsound at the time of sale, and the plaintiff

brought the action against the horse dealer for breach of warranty.

The defence was that a horse dealer's servant had no implied authority to warrant a horse on his master's behalf, and that it was contrary to custom to warrant a horse after examination by a veterinary surgeon. The judge ruled that David Sheward had authority to warrant, and gave a verdict for plaintiff, £127 10s.

In a subsequent appeal, the former decision was upheld, and the mere fact of the animal having been examined for soundness and passed as sound by a veterinary surgeon was not admissible to do away with the servant's authority to warrant.

A warranty given by a horse dealer's servant upon *incidental* matters does not render the master liable for damages. For instance, it was held on appeal that where a servant warranted that a horse could be put with safety amongst the plaintiff's horses, though the servant knew that the animal was suffering from parasitic mange, the master was not liable for incidental matters, there being no warranty given on the soundness of the animal.

If the proprietor of a horse sends a stranger to market, etc., with his horse, and he gives instructions not to warrant the animal, but the stranger

does so contrary to orders, the owner would not be liable for breach of warranty ; but if a *servant* gives a warranty, even contrary to his master's orders, the latter is bound by his servant's warranty, provided that the servant is acting as agent on behalf of his master. If a servant makes any alteration in his master's warranty (given at the time of sale) when sent to deliver the horse to the purchaser, such statements do not render the seller liable. Any alteration in the warranty by a servant, without his master's consent, does not bind the master.

If the buyer of a horse takes a warranty from a *servant* of a *private owner*, other than at a fair or *public* mart, the *law does not* bind his master, unless the purchaser can prove that the latter gave him authority to do so. Sellers sometimes take advantage of this in order to get rid of an unsound horse, and so this should be borne in mind.

When an agent is employed to receive a horse, obtain a receipt for the price, and take a warranty, he is not acting within his principal's authority if he does not obtain such warranty.

Sellers frequently give warranties of soundness relating to certain organs. Thus, for instance, one commonly finds that a horse is warranted sound in wind and sight, or sound in limbs, etc. This is

simply a warranty applying to the soundness of the organs or part specifically named, and no action can be maintained for unsoundness elsewhere, where fraud has not been employed.

Defects patent to the eye of the purchaser are not covered by general warranty, because such are obvious to the buyer. The chief trouble which would be likely to arise under these circumstances would be that which "constitutes a patent defect." The judge, or jury, will have to decide this matter.

If a horse had, say, a "cloudy" cornea, and the seller showed him with blinkers to his bridle, could one expect the buyer to have observed it? In the author's opinion, the defect, though patent when the horse had no bridle on, has been partly obscured. If the buyer knew of this defect, he could not recover on a *general warranty*.

Gutta serena or *glass-eye*, does not *constitute a patent defect*, though the sight is *completely lost*, *temporarily*, or *permanently*.

The same remark applies to cataract.

The buyer of a horse, *knowing* it to be blind, cannot maintain an action against the seller for breach of warranty, although the horse was warranted sound in every way.

In making a rule for a new trial with reference to

the breach of warranty on the sale of a race horse, in which the defendant warranted the animal as being sound in wind and limb, Chief Justice Tindal said :—

"It is laid down in the older books that where defects are apparent at the time of a bargain, they are not included in a warranty, however general the terms may be, because they can form no subject of deceit or fraud; and formerly the mode of proceeding for a breach of warranty was by an action of deceit, grounded on an express fraud.

"Although, however, certain exceptions may be grafted on a contract of warranty, yet in this case no fraud or deceit can be attributed to the defendant, as the horse's defect was manifest, the *splint* not only being apparent, but made the subject of discussion before the bargain was made. If a person purchases a horse knowing it to be blind, he could not sue the seller on a general warranty of soundness, although he had warranted the animal to be sound in every respect."

The splint was known to both the plaintiff and the defendant, and the learned judge left it to the jury to say whether the horse was fit for ordinary purposes.

His direction would have been less subject to misapprehension if he had left it to them in the terms of the warranty to say whether the horse was, at the time of the bargain, sound in wind and limb, saving those manifest and visible defects which were known to the parties; the jury might then have considered whether the effect which might be produced by the splint was contemplated or not.

At the second trial the jury found that the animal was *not sound at the time of sale*, owing to the splint, which was situated in a position particularly liable to lead to the production of lameness.

In another case defendant sold a horse to plaintiff, giving a general warranty of soundness, pointing out the presence of splint. In due course the animal *developed lameness, ascribed to the splint*, and the plaintiff argued that this was a breach of warranty.

Pollock, C.B., gave his judgment in the following terms :—

" The rule is asked for on the ground that when you point out a splint to the purchaser you except it out of the warranty. It may be so, if the horse be blind, or has any other patent *defect* that can be seen and is clear; but here it may well be that the

defendant warranted that the splint should not grow into lameness. A person buying a horse is often no judge of horses, and may say, 'I don't want to see the defects or blemishes of the horse, as I really know nothing about them. I want and must have a written warranty.' I do not see why this warranty should not be taken thus: 'I show you this splint, and I warrant the horse perfectly sound notwithstanding.' It may have been excepted by the warranty, but there is no exception at all. I think that the defendant is liable on his warranty. This agrees with the decision of Margetson *v.* Wright. Some splints cause lameness, whereas others do not. A splint, therefore, is not one of those *patent* defects against which a warranty is inoperative."

Judge Bramwell, in giving judgment in the same case for the plaintiff, looked at the matter upon a wider basis, viz., "that where the warranty is written, it cannot be modified by parole evidence to the effect that the defect existed at the time, and was, therefore, excluded from the warranty."

A question arises as to lameness being due to splint. It is an easy matter for anyone to *ascribe* it to this, but a very different matter to *prove* that it is the cause.

The defendant might with perfect justice deny that the lameness was caused by the splint, because for every one splint that does cause lameness, there are half a dozen, at least, that do not do so.

In the United States it has been held that a general warranty extends to *patent* defects, if the seller does not allow the buyer to see the animal beforehand.

In England, if a person residing in one part of the country purchases a horse with a written warranty from a party residing in some other part, the seller becomes liable for breach of warranty, if on arrival the horse has some patent defect, such as being blind, having a capped elbow or other marked growth, etc., the purchaser need not receive the animal at all, because it does not answer the description of the order.

The same remark applies when the vendor objects to the buyer examining the horse, but says that he will warrant him correct, though the purchaser has been suspicious of some fault. It renders the seller liable.

CHAPTER XIII.

Breach of Warranty.

WHEN a person purchases a horse with a *general* warranty of soundness, and he afterwards discovers that the animal is unsound, and that he can prove such unsoundness was in existence at the time of sale, there is *no necessity* to either return the horse nor yet give notice to the seller, though it is advisable to do either the one or the other.

In *Scotland* the buyer has a right to return a horse if he discovers a breach of warranty, and the return should be done at once, accompanied by notice to the vendor. If the purchaser fails to do this, he is regarded as having acquiesced with reference to the faults discovered, and is accordingly unable to maintain an action against the seller.

There is no specified time in either *England* or *Scotland* regulating the return of the animal after discovering the *breach of warranty*, but it is a matter of common understanding that the sooner it is done the better.

In the case of Carsewell *v.* Coare, where the breach of warranty was proved, but no tender made respecting the return of the animal, it was contended that the purchaser could recover the cost of the horse's keep.

Lord Mansfield ruled "that the contract was broken, and the seller must refund the money and the buyer return the horse; but if the latter had not previously tendered him, he could not recover for cost of keep, as the fault did not rest with the seller."

The matter would, of course, be different if the seller refused to accept the horse after the buyer had tendered him.

The animal must be returned in the same condition that it was at the time of sale, but supposing lameness arises through disease that was in existence at the time of sale, the buyer cannot be held to be responsible for such.

When a horse depreciates in value, through injury, the *result of negligence*, whilst in the purchaser's custody, the vendor cannot be compelled to take the animal back, so that the buyer will have to be content with the recovery of a portion of the purchase price.

A horse *warranted sound*, but which the buyer

subsequently discovers is not so, and was not sound, as proved, at the time of purchase, does not compel the vendor to take the animal back again. Neither does it prevent the *seller* from raising an action for the recovery of the purchase price, excepting in the case of fraud or express agreement; but the buyer can plead breach of warranty as a counter-claim in reduction of damages.

In *Scotland* it is customary amongst dealers to have the animal examined by a M.R.C.V.S. directly unsoundness is discovered. The examiner writes his certificate, and may or may not state therein the duration, in his opinion, of the cause of such unsoundness. In any case, the buyer should submit the certificate to the vendor at once, preferably personally, and in the presence of a witness, at the same time tendering the animal, and asking for the return of the money; but care should be taken to guard against delivery of the horse without the money.

If a person asks another to supply him with a horse for a specific use, the buyer can return the animal if he does so within the time needful for discovering that it is not suitable for the purposes prescribed to the seller under *executory contract.*

In Oliphant's "Law of Horses" the case of Street *v.* Blay is given *in extenso* :—

"The plaintiff, on the 2nd of February, sold a horse to the defendant for £43, with a warranty of soundness. The defendant took the horse, re-selling it on the same day to one Bailey for £45.

"Bailey, on the following day, parted with it in exchange to one Osborne; and Osborne, in the course of two or three days afterwards, sold it to the defendant for £30.

"No warranty was given on any of the three last sales. The horse was, in fact, unsound at the time of the first sale, and on the 9th of February the defendant sent the horse back to the plaintiff's premises, requesting the plaintiff to receive him again, as he was then very lame; but the plaintiff refused to accept him.

"The question for consideration was whether the defendant, under these circumstances, had a right to return the horse, and thereby exonerate himself from the payment of the whole price.

"Lord Tenterden, in delivering the judgment of the Court, said: 'It is not necessary to decide whether in any case the purchaser of a *specific chattel*, who, having had an opportunity of exercising his judgment upon it, has bought it with a warranty

that it is of any particular quality or description, *and actually accepted and received* it into his possession, can afterwards, upon discovering that the warranty has not been complied with, of his own will only, without the concurrence of the other contracting party, return the chattel to the vendor, and exonerate himself from the payment of the price on the ground that he has never received that article which he stipulated to purchase.' "

In *Scotland*, when the seller takes no notice of the certificate, the horse is usually put up at livery, the seller notified where the animal is standing, and the purchaser proceeds to sue for the price paid.

Most veterinary surgeons charge a fee of ten shillings and sixpence for the certificate and examination, and this may be demanded from the seller as part of the expenses incurred through breach of warranty.

A contract cannot be rescinded by *one* party on a breach of warranty unless there has been an arrangement (agreement) to this effect. Both persons must consent to the rescinding of the contract.

When there is an *unconditional warranty*, the only ground on which goods are returnable is that of *fraud* (Oliphant's " Law of Horses," page 168).

Mr. Baron Parke, in the case of Street *v.* Blay, said :—

"When a horse is warranted sound, and turns out otherwise, the purchaser has no right to return him unless the warranty was *fraudulent ;* his only remedy is an action on the warranty. This has been *lately* settled, but the general impression formerly amongst the legal profession, and now amongst all others, is that the purchaser is to return the horse."

But if on the sale of a horse there be an *express warranty* by the seller that the horse is sound, free from vice, etc., yet if it be accompanied with an undertaking on the part of the seller to take back the horse and repay the purchase money, and on trial the animal is found to have any of the defects covered by the warranty, the buyer must return the horse as soon as he discovers any of the defects, unless he has been induced to prolong the trial, through any subsequent misrepresentation of the seller, because in these circumstances a trial means a reasonable trial.

"The right to return a horse, sold with a warranty which proves incorrect, is not taken away by the fact that the buyer, before removing him, might have found out that the warranty was

untrue, or by the fact that the horse whilst it was in the buyer's possession was injured without his default, through an accident arising from a defect *inherent* in the animal."—Oliphant's "Law of Horses."

In the case of Head *v.* Tattersall it was held that the plaintiff Head had a right to return the mare, though injured whilst in his possession, through breach of warranty. According to the terms of sale, the mare, if objected to, was to be returned within a specified time. This really implied that the mare was on trial, though the purchase price had been received by the plaintiff. The contract of sale was not *absolute*. Goods delivered "on sale or return" must be kept, or else returned within a reasonable time, otherwise the vendor can raise an action for the price of the goods.

When a horse is warranted as being suitable for a particular purpose, but turns out unsuitable for it, the buyer can return him, and then sue for the recovery of his money, if it has been paid.

If the seller objects to take back the animal, it is advisable to dispose of it as soon as convenient, preferably by public auction, subsequently raising

an action for the difference between the price paid and that at which the animal was sold.

In a case of breach of warranty, the Court has power to direct the sale of a horse, but this is only done when it is desirable to have the animal disposed of at once for some special reason.

In every instance where the seller is satisfied that the animal was sound at the date of sale, he should have the horse examined by a M.R.C.V.S. and obtain a certificate ; but, what is still better, is to have this opinion supported by the evidence of, say, a couple of other qualified veterinarians. This will materially strengthen the seller's case, because most judges are compelled to rely upon the evidence of the veterinary surgeons as to the existence of disease, the duration of it, etc.

Commonly, such evidence is of a very conflicting nature, and this is just where the judge and jury become mystified. It is a pity that veterinary surgeons should hold such diametrically opposed opinions, more especially when there can be no sense of honour in doing so. Every man is justly entitled to hold his own opinion, but where such becomes a non-conscientious opinion, it is unpraiseworthy, and most certainly ultimately becomes detrimental to a man's reputation.

When a horse is sold with a warranty, and the vendor is told that the animal is not sound, and he offers to take the horse back and refund the money (though he denies that it is unsound), the original contract is held to be still open; the vendee must sue on the breach of warranty, and not raise an action for *money had and received.*

A horse that is bought on the condition that he can be returned if not suitable, allows the buyer to raise an action against the seller for *money had and received.*

CHAPTER XIV.

Horse Repositories and Auctions.

CONSIDERING that a very large proportion of horses are bought and sold through these channels, it is expedient that buyers and sellers make themselves acquainted with the regulations prevailing in such establishments. All classes of horses pass through the various horse repositories—good, indifferent, and worthless animals being obtainable from such sources. When a horse is sent to a place where horses are sold, an authority to sell is implied, and the proprietor of the animal is bound to sell to a *bonâ fide* purchaser.

The descriptions given in catalogues at horse auctions are often of a very misleading nature, and an unsuspecting buyer may find that he has bought an animal that is of no use to him, and yet conforms to the conditions of sale and description in the catalogue.

The reader should carefully study the chapter dealing with *Representation and Warranty*.

Let us take the case of a horse sold at public auction with a warranty of soundness, *followed by its age,* and that the regulations of the repository demand that the animal should be returned within, say, a couple or three days, if discovered to be *unsound.*

A buyer, discovering the age to be different from that given in the catalogue, may, weeks afterwards, be able to maintain an action against the seller, because the *conditions of sale* apply only to the warranty, and *not to the representations following the wording of the warranty as to soundness.*

There are many hidden defects common to horses that cannot be discovered during the time specified for the return of a horse by the repository regulations, and, unless the seller has resorted to fraud, it would not appear that an action could be maintained.

If a seller employs an auctioneer to dispose of a horse for him—say, one that has been *unnerved*—and the buyer subsequently proves that this operation had been performed whilst in the seller's possession, he can recover the price, plus expenses incurred, if the animal has been tendered to the vendor and he has refused to take it back.

The auctioneer need not pay the money over to

the principal if notified before he has parted with it. In any case, such a sale of a horse comes within the meaning of a *fraudulent contract*. Even *a sale with all faults* does not cover latent defects, if *artifice* or *fraud* has been employed to prevent the buyer from discovering them, as, for instance, when a horse has been unnerved for the purpose of sale—disguising an incurable disease and obliterating the signs (lameness, etc.) which are indicative of pain in the limb, or limbs.

If a person has been cheated by fraud or artifice in the purchase of a horse, an action for fraudulent misrepresentation can be brought.

The foundation of the action is based upon *fraud* and *deceit* on the defendant's part, and the damage to the plaintiff.

In all repositories and public auctions there is a specified time given for the return of a horse, if it be disconform to the description given in the catalogue, and, unless the seller has been guilty of *fraud* or *deceit*, the buyer has no remedy against him, unless the conditions of the sale are complied with, viz.: that the animal has been returned within the time specified in the catalogue, or the rules exhibited about the premises of such public auction room.

If through *unforeseen* circumstances—such as the *development of disease dormant* at the time of sale—the buyer be prevented from returning the animal within the specified time, on the ground of unsoundness, though warranted, the purchaser has still the liberty of bringing an action against the vendor.

In the event of illness arising under the foregoing or similar circumstances, it is expedient for the vendee to have professional advice regarding the care of the animal, at the same time giving due notice of the fact to the auctioneer, and, if possible, to the principal.

A limited warranty does not, under such circumstances as the foregoing, in the writer's opinion, debar the purchaser from maintaining an action for breach of warranty.

In the case of a horse "warranted quiet in harness," and a dispute arising as to the correctness of such warranty, the proprietor of the repository may order that the animal be tried by a disinterested third party, and, if the trial proves to be against the vendor, the latter must pay the expenses of such trial, the cost of the animal's keep, etc.

It has been held that a horse may be re-sold by public auction if the purchaser fails to clear the

animal within the time allowed for such purpose; and this without notice to the party to whom the horse was first of all sold.

When a horse is sold by public auction under specified conditions—such as being returnable within a fixed time, if the warranty given should not be borne out—the auctioneer may hold the money until the conditions have been complied with.

"An auctioneer has a lien upon the goods sold by him, and a right of lien upon the price, when paid, for the commission and charges, and he may bring an action in his own name for the price of the goods sold by him" (Oliphant's "Law of Horses").

A buyer at auction can, even before he has paid for the horse, re-sell it to a third party, and maintain an action for goods bargained and sold.

If a man refuses to remove goods that he has bought, they can be re-sold, and the auctioneer can hold him liable for the difference between the prices at the first and second sales.

Where the price of a horse is run up on behalf of the vendor, without any notification that this may be done on his behalf, he cannot recover the price, the sale being void.

A horse sent to a repository, or to the premises of the auctioneer, is free from distress for rent, no matter how such premises have been acquired by the auctioneer.

An auctioneer has no implied authority to warrant a horse.

If a person sends goods to a repository to be sold which do not legally belong to him, obtaining an advance upon them from the auctioneer, and the latter then sells them, the auctioneer is liable in an *action for conversion.*

Negligence on the part of an auctioneer or his servants, arising through mismanagement in conducting the sale, renders him liable to an action for damages.

Buyers at auctions should always make a careful inspection of the animals on the day preceding the auction, and it will be a saving of useless worry and expense if the intending purchaser takes a veterinary surgeon with him to look over any animals that appear to be suitable for the purposes required.

All the principal towns and cities have one or more horse repositories, and the class of horses going to particular places can usually be ascertained beforehand; but this must not be allowed to influence the intending purchaser, because there

is not a single auction which does not contain one horse *which is more than a little bit made up*.

One cannot be too careful over selection at these places, because it is a general rule for the best horses to be bought outside horse repositories, though exceptions to the rule are numerous, more particularly at the principal repositories.

CHAPTER XV.

Buying at Fairs and in Market Overt, and the Recovery of Stolen Horses.

ACCORDING to English law it is a rule that a person cannot sell or transfer property belonging to another person without the consent of the owner; yet he can do so in *market overt* (public market), provided that the *sale and the delivery* take place within the market overt; so that a buyer of stolen goods may acquire a title to them in this manner; but these remarks are not applicable to a stolen horse, unless the statutes of Philip and Mary, and of Elizabeth, are complied with, and, even then, the sale does not do away with the proprietorship of the original owner. By these statutes it is enacted that the animal for sale shall be openly exposed in the time of such fair or market for one whole hour together, between ten in the morning and sunset, in the public place used for such sales, and not in any private yard or stable, and after-

wards brought by both the vendor and vendee to the bookkeeper of such fair or market that toll be paid, if any be due; and, if not, one penny to the bookkeeper, who shall enter down the price, colour, marks, and sex of horse, together with the names, conditions, and abodes of vendee and vendor—that of the latter to be properly attested.

The fact of a stolen horse having been sold under these regulations, does not debar the owner from recovering his property, provided that he lodges a claim of ownership within six months before a magistrate of the district in which the horse may be found. Forty days longer are allowed to prove ownership. The price paid by the person in possession of the horse must be tendered by the *bonâ fide* owner.

The owner's property in a stolen horse sold out of market overt is valid at any time, and he can seize the animal at any place, or bring an action for its restitution.

The magistrates presiding at the Metropolitan Police Courts can make an order for a stolen horse, or other goods, to be delivered up to the lawful owner.

It is for the buyer of a stolen horse to prove that all the statutory regulations have been duly

complied with, and, unless he does so, he will not be able to substantiate his claim against the rightful owner.

If a person has a horse stolen, he cannot bring an action of *trover* against the party buying the animal, from the thief, unless every effort has been made to prosecute the offender to conviction.

If this has been done, and the buyer notified of the fact, though the latter may have re-sold the horse other than in market overt, it has been held that the original owner can recover the value of the animal in *trover.*

When goods are stolen from a person, and the owner obtains a conviction against the thief, the Court has power to make an order for the restitution of the stolen property, in spite of any sale having taken place meanwhile in *market overt.*

Stolen cattle sold and re-sold in *market overt* on the same day to innocent purchasers can, *upon conviction of the thief*, be re-claimed by the original owner, provided only that the regulations mentioned at the beginning of this chapter be complied with.

CHAPTER XVI.

Sunday Dealings.

ACCORDING to a *Law of King Athelstan*, "merchandizing on the Lord's Day is prohibited"; and a statute of Charles II. (an Act for the Better Observance of the Lord's Day) enacts "that no tradesman, labourer, artificer, workman, or other person whatsoever, *shall do or exercise any worldly labour, business, or work of their ordinary callings upon the Lord's Day*, or any part thereof (works of charity and necessity only excepted), and any person being of the age of fourteen years, or upwards, offending in these premises shall for every such offence forfeit the sum of five shillings; and that no person or persons whatsoever shall publicly cry, show forth, or expose to sale any wares, merchandizes, fruit, herbs, goods or chattels whatsoever upon the Lord's Day, or any part thereof, upon pain that every person so offending shall forfeit the same goods so cried or showed forth, or exposed for sale."

The sale of a horse by a farmer on Sunday renders the contract valid (good), because farmers are not tradesmen, workmen, or artificers, and therefore, not exercising their ordinary calling.

A contract entered into for the sale of a horse before Sunday between persons who are not horse dealers, will stand good.

On the other hand, a horse dealer cannot sue upon a contract made on Sunday for the sale of a horse. Supposing that a man purchases a horse with a warranty on Sunday, from a person that he knows to be a horse dealer, the purchaser cannot recover for breach of such warranty.

If the buyer is not aware that he is dealing with a man exercising his ordinary calling, there are good grounds for maintaining an action for breach of contract, and there are reasons for believing that any judge would overrule an objection by a defendant, in the event of the latter endeavouring to establish this, as a basis of defence.

If a man buys a horse, say, on Saturday night, with a warranty, etc., from a horse dealer—whom he knows to be such—but does not take delivery or pay for it until next morning—Sunday—the warranty does not, in the writer's opinion, hold good unless something has been done to complete the

deal. Under these circumstances the contract does not become valid until delivery of the horse has been brought about, and its acceptance, by the purchaser, acknowledged.

CHAPTER XVII.

Warranty and Representation.

ACCORDING to law, every affirmation at the time of sale of personal chattels is a warranty, provided such statements have been intended.

A difficulty sometimes arises as to whether there has been a *breach of warranty*, or an act of *misrepresentation*.

The recommendation of the seller must not be regarded as constituting a warranty, but simply his belief in the value of the goods offered for sale, but upon which he has insufficient knowledge to speak in a positive manner.

A simple affirmation or assertion by the vendor regarding the value or quality of goods does not constitute warranty, unless made in the terms thereof.

"In order for a representation to amount to warranty it must be clearly shown not only that such was intended to form part of the contract, but also to have been made pending the contract." And,

therefore, where A. sent his horse to Tattersalls' for sale by auction without warranty, and on the day before the sale found B. in the stable examining the horse's legs, and A. said to him, 'You have nothing to look for; I assure you he is perfectly sound in every respect,' and B. replied, 'If you say so, I am perfectly satisfied.'

"Upon the faith of this representation B. became the purchaser. It was held that this was no warranty, as this representation was not intended to form part of the contract of sale, nor was it made pending the contract. For the sale being by auction, the negotiations between the parties had not commenced, inasmuch as the contract began only when the horse was put up for sale, and ended when he was knocked down to the highest bidder" (Oliphant's "Law of Horses").

If a mare is sold as being *in foal*, this is regarded as amounting to a warranty.

It has been laid down by judges in the Exchequer Chamber that the distinction between representation and warranty amounts to the following: "That the rule is, where upon the sale of goods, the purchaser is satisfied without *requiring a warranty* (which is a matter for his own consideration), he cannot recover upon a mere representation

of the quality by the seller, unless he can show that the representation was bottomed in *fraud*."

When a party sells a horse according to the pedigree or history that he received when he purchased it, re-selling it in accordance with the representation thereon, though this is subsequently proved to be false, the buyer cannot hold the seller liable for breach of warranty, because the latter had no means of ascertaining any further knowledge regarding the animal than that of the pedigree given. It is merely a repetition of the representation.

Warranty and Representation Combined.

The following may be taken as an example of a representation and warranty combined :—

" Received from William Smith, forty-five pounds sterling for a red roan five-year-old gelding, warranted sound."

The first portion relating to the age contains the *representation*, the word " warranted " referring to the soundness of the animal only.

If the horse is subsequently proved to be, say, four years off, the seller cannot be held liable for breach of warranty.

In a case related in Oliphant's "Law of Warranty," where the plaintiff brought an action to recover the price of a horse sold under the following warranty: "A black gelding, about five years old, has been constantly driven in the plough—warranted," it was held that the terms of such warranty applied to the soundness of the animal rather than to the nature of his employment.

The author does not believe that this was sound judgment; the warranty ought, in his opinion, to have been held to cover *all faults*.

This, in his opinion, would have been the right construction to have put upon it.

The position of the word no more applied to the animal's soundness than it did to its utility for specific work.

In order to render a *representation* binding, the person making the statements must be proved to have had knowledge that they were not true, whereas with a *warranty* the seller is liable for faults *known* and *unknown*.

In the case of Anthony *v.* Halstead, a written document, with the following wording, was produced at the trial:—

"Received from A. the sum of £60 for a black

horse, rising five years, quiet to ride and drive, and warranted sound up to this date, or subject to the examination of a veterinary surgeon."

In this case it was held that the warranty did not apply to the animal's working fitness, but merely to its soundness.

Supposing that a man sold a horse as being good and correct in harness: this would be held to constitute a warranty so far as utility was concerned.

CHAPTER XVIII.

Unsoundness and Vice.

When buying a horse it is, if possible, advisable to obtain a warranty that the animal is free from all forms of vice, in and out of harness. In fact, it is quite as important to do this as to obtain a warranty as to soundness. If this is not done, there may be a difficulty in proving that the animal's vicious propensities have been developed since it was bought. Sometimes a horse will became vicious after it passes into strange hands—more especially if the attendant is a person of a bad-tempered nature.

A very large proportion of vicious habits in the horse are the result of cruelty, or some foolish practices at a previous date.

As a rule, it is not a very difficult matter to trace whether a horse has been vicious antecedent to purchase, if its history be ascertained.

Drugging a horse to render its vicious nature

subdued, constitutes a fraudulent practice, which is occasionally resorted to by those who are unprincipled.

Keeping a horse on short rations, and depriving it of corn, constitute two of the surest means of controlling its vicious habits, if they are of a kicking, biting, etc., nature.

Although capable of wide interpretation, the word *unsoundness* means that the *animal has some disease, active or latent, or the effects of some disease about it that is liable to—though it may not necessarily — interfere with its present or subsequent utility.*

Oliphant, in his "Law of Horses," defines a horse to be "sound" *when he is free from hereditary disease, is in the possession of his natural and constitutional health, and has as much bodily perfection as is consistent with his natural formation.*

This definition is by no means free from objection, and is not as serviceable as the definition of Mr. Baron Parke, who said that "the word *sound* means what it expresses, namely, that the animal is sound and free from disease at the time he is warranted."

Lord Ellenborough decided that "to constitute unsoundness, it is not essential that the infirmity

be of a permanent nature ; it is sufficient if it render the animal for the time unfit for service, as, for instance, an attack of influenza."

This definition leaves much room for improvement. To render an animal unfit for service is not sufficient evidence of its being unsound. A horse may have glanders, disease of the heart, and many other ailments, yet be quite capable of performing ordinary work.

A distinction must be made between *temporary* and *permanent* unsoundness. A trifling injury, cold, etc., renders the animal for the time being *unsound.*

The same remark applies to *thrush of one or more of the feet.* So long as this exists, it is advisable for the veterinarian to consider the animal unsound. It is not the duty of a purchaser to begin doctoring a horse when he buys it, and if this disease is neglected, it is very liable to run on until it causes lameness.

Defects of conformation do not constitute unsoundness, though they may predispose to it. A horse having defective action, or some bony prominence which renders the part particularly liable to be struck with, say, the opposite foot, cannot be regarded as an unsound animal, and the writer

does not believe that a veterinarian can legally reject such a horse upon these grounds.

To cover this, one would need to accept the following dictum for unsoundness:

"*That a horse is unsound which has any disease upon it, temporary or permanent, or any defect in its anatomical conformation which renders it predisposed to suffer injury, whereby its future utility may be affected.*"

Vice does not constitute unsoundness, and it is always wise for a buyer to get a warranty that the animal is free from it.

Such dangerous habits as kicking, in or out of harness, bolting, jibbing, backing, etc., are all vices, and are *breaches of warranty* when a horse has been sold as *free from vice*, but do not constitute unsoundness.

If a horse gives evidence of any of these vicious practices within reasonable time after sale (say, a few weeks) the buyer has good cause for maintaining an action for breach of warranty.

Biting and resisting shoeing are also vices.

Any bad habit that diminishes the animal's natural usefulness, or becomes injurious to its health, is a vice.

TYPICAL ACTIONS AT LAW RELATING TO THE SALE AND PURCHASE OF HORSES.

THE following reports of cases, tried at Common Law and in County Courts, have been selected with a view of giving the reader useful decisions in a number of actions dealing with ordinary cases of the sale and purchase of horses.

Furness v. *Thompson.*

BROKEN-WIND—CONCEALMENT OF UNSOUNDNESS—FRAUD.

The plaintiff, an importer of Swedish horses, had a large number of horses, which he instructed Messrs. R. Merryweather and Son to sell by auction at West Hartlepool. The auctioneers issued an advertisement and a circular, setting forth, in flowery language, the many good qualities of the animals which they had to dispose of, which had the effect of attracting a large company. In the advertisements and circulars the only warranty given was that the whole of the animals were quiet in harness, and in the conditions of sale, which were read before the commencement of the auction, it was stated that all lots would be bought at the risk of the purchaser with all their faults.

Lot 17 was a chestnut mare, seven years old, fourteen hands two inches high, and it was led up and down as is usual before the commencement of the bidding, which eventually terminated by the defendant, a farmer, near Bedale, purchasing the animal for £22. The same

day he drove the animal to Foggy Furze and back without anything being observed to be the matter with it ; but the next day (Sunday) it bled a good deal at the nose, and heaved violently.

Mr. Thompson saw Mr. Furness about it on the following day, and he refused to take the animal back ; but a fortnight afterwards, by direction of Mr. Wilson Furness, the real owner of the horses before the sale, the animal in question was sold a second time by auction, and, as it was shown, bought by Mr. Wilson Furness himself for £14 5s. Afterwards, at Broughill Fair, it was sold for £19 odd. The plaintiff claimed for £11 1s., the difference in the prices for which the animal was sold, and certain expenses which were incurred, and contended that the sale was throughout a *bonâ fide* transaction. He admitted that the animal was broken winded, and said that it showed symptoms of such unsoundness at the time of the first sale, but he relied upon the conditions of sale that the animal was not warranted.

Messrs. Merryweather were called, and stated that they did not observe anything the matter with the animal, but they believed both sales to be perfectly *bonâ fide*. The description of the animals for sale was admitted to have been prepared by Mr. R. Merryweather, jun., and was more than once compared to the productions of the celebrated Robins, and Mr. Donkin, of Newcastle.

The case for the defendant, as stated by Mr. Ralph Bell, was that the transaction was a monstrous fraud, and it was contended, from the appearance of the animal on the Sunday morning, that it was broken winded, and that its unsoundness had been concealed by the administration of a drug. Several witnesses were called to speak to the condition of the mare, and to the fact that it had refused its food and craved for water ; and Mr. Henry Peele, veterinary surgeon, who was called to examine the animal, stated that, in his opinion, the broken wind was

of long standing, and that, if an animal were drugged, the unsoundness would not be so apparent, especially if it had been kept without food or water. An animal that had been drugged would have a craving for drink, as this one had been stated to have. He gave a decided opinion, from his observation of the animal, that it had been drugged. The bleeding at the nose was owing to congested lungs. The plaintiff and his witnesses, it may be stated, denied in cross-examination that they had any knowledge of the animal having been drugged.

Mr. William Todd, in his reply on behalf of the plaintiff, said it was well known that horse dealers were not the most honest people in the world. It was with them, he thought, a case of "diamond cut diamond," and if one horse dealer could deceive another he believed it was perfectly fair to do so. It was not to be supposed that the plaintiff, having a broken-winded horse to sell, would cry stinking fish. And when a man went to an auction and bought a horse which was not warranted, he took his chance of being "taken in."

The Judge, in summing up, pointed out to the jury that the whole question for them to consider was whether the horse was drugged or not, for if it was drugged, that would amount to a fraud, and a fraud would vitiate a contract.

The Jury found a verdict for the defendant.

[NOTE.—The decision in favour of the defendant in this case was unquestionably right. Obviously the animal was unsound at the time of sale, and the evidence supported the view that the horse had been drugged in order to mask the signs of the complaint from which it then was, and had been, suffering for a considerable period.]

Thomas v. *Young.*

UNSOUNDNESS AT TIME OF SALE—WARRANTY AFTER SALE ONLY.

At the Gloucester Assizes, before Baron Huddleston and a special jury, the case of Thomas *v.* Young was heard. Mr. Matthews, Q.C., and Mr. Maddy appeared for the plaintiff ; Mr. Powell, Q.C., and Mr. Anstie for the defendant.

The action, which was one of interest in itself, was brought on a cheque for £150, which had been drawn by the defendant to the plaintiff's order, and afterwards payment of it stopped under the following circumstances :—

The plaintiff, being anxious to sell a hunter, took it to the Islington Horse Show and entered it in the hunter's class. The horse, which was named Pembroke, was a valuable animal, having cost him £250, and having won the first prize at a local show in Wales as a heavy-weight hunter. According to the plaintiff's account, which was corroborated in certain particulars by his groom, and by a gentleman—Captain Dighton—who was with the defendant, Mr. Bernard J. Young, of Richmond, near Sheffield, was attracted by the appearance of the horse at Islington, and expressed a wish to try it. Mr. Thomas said he might try it when and how he pleased ; and the defendant then took the animal outside and rode it up and down the street for a quarter of an hour or twenty minutes. Upon his return, he said the horse "grunted" a little, but he was prepared to give the plaintiff £150. The plaintiff at first declined the offer ; but ultimately (rather, he said, than take it back to South Wales, and being anxious to sell the horse) he consented to take £150 ; and it was agreed that the defendant should send him a cheque to Arthur's Club. This was on Friday, the 8th of June ; and on the following Monday the plaintiff, who had been obliged to return to Wales without going to

Arthur's, found, on his arrival, two letters awaiting him from the defendant. In the first of these, dated the day of the sale, the defendant enclosed a cheque for £150 to the plaintiff's order, with the following endorsement on the back: "For a chestnut gelding, Pembroke, five years old, warranted perfectly sound, free from vice, and all right." In the second letter, dated the 9th, the defendant said the horse had been examined by a veterinary surgeon, who had telegraphed to him that the horse was a "roarer." "With this advice," the defendant wrote, "of course, I cannot keep the horse as a sound horse; but as I believe you thought the horse was sound, and I do not wish to inconvenience you, we had better meet and see what is to be done." The plaintiff, in reply to this letter, wrote: "You bought my horse at your own price, and without any warranty at all. I told you all I knew about him, and what I had been doing with him. I most certainly was not aware that the horse was unsound, and it was hardly likely that the horse should have been commended in the hunter's class had such been the case." The defendant to this replied that he only paid £150 on the condition that the plaintiff sold the horse as sound, and he certainly should not keep it. The defendant then stopped payment of the cheque, which had been endorsed and presented by the plaintiff, and sold the horse by auction. The price which it realized was £55 13s., and this sum the defendant paid into Court.

The plaintiff was cross-examined as to the reason for which he endorsed the cheque after he had seen the warranty written on the back by the defendant; and he explained this by saying that he did not know what the legal effect of striking out the words might be, and as he had repudiated the notion of a warranty in his letter to the defendant before he presented the cheque, he thought it unnecessary to do more.

Mr. B. Cartledge, of Sheffield, Fellow of the Royal College of Veterinary Surgeons, ex-president, and Member of the Court of Examiners, was called. He said he examined the horse on the 9th of June, immediately on its arrival at Sheffield from London, and found the animal unsound in its wind. This he at once telegraphed to the defendant. The disease must have existed for some weeks at least. He examined the horse again on July 13th, and he was still a "roarer," and would remain a "roarer." He was not only an unsound horse, but for the purpose of hunting was, comparatively speaking, of no value. Cross-examined: "Grunting" and "roaring" were two different things. "Grunting" was a habit, and suggestive of "roaring," but of itself was not unsoundness. "Roaring" was a disease, and was unsoundness. The case of the horse Pembroke was clearly one of disease.

Mr. Hoole, veterinary surgeon, Sheffield, had likewise examined the horse, and found him a "roarer." He confirmed the evidence of Mr. Cartledge.

The defendant, too, was called, and gave his own account of what had happened. He said, after trying the horse, it "grunted" a little, but he did not attach much importance to this, knowing that it had been severely examined at the show and had been commended. As to the actual sale, his account was that he had bought the horse after having said to the plaintiff, "I have had no fair trial, but I like him; and if you will sell him as a sound horse and all right, I will give you £150."

The learned judge asked the defendant if anything was said about the age of the horse, or being free from vice, and the defendant admitted that these words had not been used in conversation, but said that he had put them into the endorsement because he thought that was the usual form of a warranty.

The learned judge, in summing up the case, said the

burden of proof rested on the defendant. If the horse was sound at the time of sale, their verdict must be for the plaintiff; but if it was unsound, and, being unsound, there was a warranty by the plaintiff that it was sound, their verdict would be for the defendant.

The jury immediately found for the plaintiff, and his lordship gave judgment for £150, less the sum paid into Court.

[NOTE.—The verdict in this case was the only one that a jury could reasonably give. In the first place, the endorsement upon the cheque by the defendant could only constitute a warranty after sale, and as such was void. Moreover, a buyer cannot warrant the soundness of his purchase without the consent of the vendor. The jury were obviously of opinion that no real warranty had, in spite of the expert evidence, been given by the plaintiff.]

Palmer v. *Cannon.*

"SHYING"—BREACH OF WARRANTY.

This action was brought to recover sixty guineas for a breach of warranty of a horse, which, it was allowed, the defendant had represented to be "quiet to ride and drive, and free from vice, and not to crib-bite."

Mr. Edlin stated the case. The plaintiff, he said, was a magistrate and the defendant a farmer and auctioneer, residing near Chippenham. Towards the end of last year, Mr. Palmer was in want of a horse, and a horse dealer, named Clark, living at Melksham, informed him that Mr. Cannon had one that would exactly suit him. The plaintiff thereupon wrote to the defendant, stating that he would come over with his coachman to see the animal. The defendant replied that he knew nothing about coachmen, but that he should be happy to show the horse to the

plaintiff himself. The plaintiff, nevertheless, took his coachman with him when he went to see the horse on 26th December. The horse, on being tried, "shied slightly," and the coachman said, "I hope he is not given to these tricks." The defendant replied, "I never knew him to do such a thing before." The defendant fixed the price at one hundred guineas, but did not warrant the horse sound. All he did was to warrant it free from vice, perfectly quiet to ride and drive, and not to crib-bite. The plaintiff took time to consider, but in the course of a few days sent the defendant a cheque for £100, on which the following endorsement was made, and signed by the defendant:

"Received of Mr. Palmer, the sum of £100, for a bay gelding, six years old, warranted quiet to ride and drive, free from vice, and not to crib-bite."

The horse did not answer the description given in the warranty. On the contrary, it turned out to be "a persistent and inveterate shier." It shied at almost everything. On one occasion it ran Mr. Palmer's carriage into a ditch, and on another it nearly put a mare on which Miss Palmer was riding into a similar predicament. In March, the horse was sent to a livery stable of a Mr. Strange, at Bath, and Mr. Strange, having driven it, found that it shied at almost everything. On one occasion it showed a disposition to back into the river, and on another an old woman had some difficulty in getting out of its way. Eventually the animal was sent to Aldridge's repository in London, where it was sold for thirty-eight guineas.

Mr. Palmer was called, and bore out the statement of the learned counsel in regard to the terms of the purchase. The horse was sent to Mr. Clark, at Melksham, for a fortnight, and two days after it came home, his (Mr. Palmer's) coachman drove it to Trowbridge Station. It shied at a heap of dirt and some water in the road. It shied going to Trowbridge on the 14th or 15th February, and again on

returning from Beckhampton on the 2nd or 3rd of March, when the spring of the carriage was broken. On the 1st of March it ran off the road on to a grass field, and the carriage was shaken a good deal. It was a dangerous horse for a gentleman to use. It was not quiet, either to ride or drive.

In cross-examination, Mr. Palmer said that he did not know that he ever had a horse that did not shy more or less. It depended, however, a good deal upon its "freshness." He might be getting more nervous in riding than he was when he was younger. He denied having told Mr. Collett, of Keevil, that the horse went on very well. What he said was that in his short experience of it, he found it to shy a little. He admitted having told Mr. Collett that if the horse turned out as it had been represented to him he should be suited for life. He did not know to whom the horse was sold at Aldridge's.

Mr. Palmer's evidence was supported by Miss Palmer, his coachman, and by Mr. Strange, after which

Mr. Broad, veterinary surgeon, of Bath, was called and gave it as his opinion that the horse suffered from cataract in the off eye of at least twelve months' standing. The disease would account for its shying and render it unfit for a gentleman's use. The sum realised at Aldridge's was a fair price. He was not interested in the sale.

In cross-examination, he denied that all horses shied. He had one that did not do so, even if shut up in the stable for a month.

Other witnesses were called on behalf of the plaintiff, at the close of whose case Mr. Cole addressed the jury for the defence. The learned counsel ridiculed the idea of the horse being "a confirmed and inveterate shier" at the time of the sale, in face of the fact of its being kept by the plaintiff for ten weeks without a word of complaint. Mr. Cannon had it in his possession for two years and a half.

He would tell them that there was not a more honest horse in the world, and that nothing would have induced him to sell it but the circumstance of its being too good for his work. Even with the bad character it had received, there were gentlemen who would willingly have given eighty guineas for it at Aldridge's if they had known of the sale. It was there sold without notice ; the defendant was denied any opportunity of inspection previous to the sale ; and notwithstanding that every inquiry had been made, he had been unable to ascertain what had become of the horse. There was a strong suspicion of " smuggling " after it had left Mr. Palmer's possession, for even the letter announcing that the horse had been sent to Aldridge's must have been posted after Strange had returned from the sale.

Mr. Henry Cannon, the defendant, on being sworn, said he bought the horse for thirty-three guineas, at a fair. It was then four years old. He rode it from Crowmarsh to Didcot, where it was sent by rail to Chippenham. He rode it home from Chippenham the same night, and next day put it to collar-work on his farm. It was so quiet that a boy at two shillings a week used to lead it. It was remarkably quiet in the stable, and in harness it was one of the straightest horses that he had ever sat behind. It never broke a buckle or a strap during the time he had it. It was an unusually fine goer across country. Nothing was said about its shying when Mr. Palmer and his coachman came over to look at it. It would skip and jump a bit when fresh, as all horses would do, but there was no vice about it. He had driven it through water, and never knew it to rear, bolt, jib or shy.

The witness was asked in cross-examination whether he ever knew the horse shy, but he declined to answer the question for some time, and said he would stop until Mr. Edlin was tired of repeating it. On being admonished by the learned judge, he admitted that he had known it

shy—all horses would do so at times. He swore most positively that nothing was said about shying by Mr. Palmer's coachman. When he bought the horse it had a lot of warts upon it, which it cost him ten shillings or so to cure. He was not aware of any disease of the eye, but he knew that it sustained a slight blow on the off-eye while he had it.

Cross-examination continued: He did not bargain with Mr. Barnes, of Andover, for the sale of the horse to him. Mr. Barnes didn't tell him that it had diseased eyes. Mr. Barnes looked at its eyes, and said it had not breed enough for him. He had ridden it by starlight, by moonlight, and in the dark, but it never shied so as to give cause for fear. It once stopped suddenly with him in moonlight, but he didn't call that shying. He had been to Biddestone revel with some friends, and the horse stopped because of the reflection of the moon in the water. He was thrown out of the trap. (Laughter.) It was all done while he could say "knife." (Laughter.) Mr. Little, who was also in the trap, crawled along the back of the horse, got hold of the reins, turned the trap round, and picked him up. He was in the habit of going like the wind when in the saddle. For fourteen years he led the Queen's stag-hounds, and should have continued to do so but for his increasing weight.

Re-examined: There were roundabouts and shows at the revel, but the horse went quietly along notwithstanding the noise. He saw other horses being led through the street. If he had known of the sale at Aldridge's, he would have kept on bidding until he got the horse back. He was in London at the time, but knew nothing whatever of the sale.

Mr. Cannon, jun., and Mr. Clark, horse trainer, of Melksham, to whom the horse was sent immediately after its purchase by Mr. Palmer, gave evidence, Clark stating that

it had been trained to carry "gin and water." He saw no symptoms of vice. His wife and another lady were with the horse one day when it did not shy.

The learned judge, in summing up, said the question they had to determine lay in a very short compass. He had never known a case which when the question arose about the quality of a horse there was not on one side or the other a great degree of exaggeration and untruth, and the present case afforded no exception to the rule. The question the jury had to determine was whether at the time of the sale the horse was "quiet to ride and drive, and free from vice." If they were satisfied that it was so, their verdict must be for defendant. On the other hand, if the vice suddenly developed, they must find a verdict for plaintiff.

A verdict was given for the plaintiff.

[NOTE.—It is difficult to conceive how any jury could have arrived at any other conclusion.]

Turnham v. *Paris.*

WARRANTY—BOTS IN THE STOMACH—ALLEGED UNSOUNDNESS.

This was an action brought by the plaintiff, a licensed victualler, at Islington, against the defendant, a horse dealer in Clerkenwell, on the warranty of a mare, which was purchased by the plaintiff of the defendant for the sum of £46, and which, after having been used for some two or three weeks, died suddenly, as it was alleged, from the accumulation of a large number of bots in the stomach.

Mr. Digby Seymour, Q.C., and Mr. Collins appeared as

counsel for the plaintiff; Mr. O'Malley, Q.C., and Mr. Patchett conducted the defendant's case.

Mr. George Turnham, the plaintiff, said: In the latter end of June last the defendant allowed me to have the mare in question on trial, which I thought was a good, serviceable animal. He asked £50 for her, and said that he would warrant her sound and a good worker. After I had had her a day or two, she seemed very unwell, and went sluggish; she was attended by a veterinary surgeon, who was sent by the defendant, and she got better. In the latter end of July my man drove me down to the Welsh Harp at Hendon and back, and on the following day she died suddenly. There was a *post-mortem* examination made of her.

Cross-examined: On the first occasion of my taking the mare out, my man drove me to Whetstone and back. She was a free, good goer; on the subsequent occasions she went very well. When first taken ill, my man thought she had merely caught cold.

John Hicks, the plaintiff's groom, said, on the occasion when he had driven his master to Hendon and back, on going into the stable early in the morning he found the mare very ill, and she died in a few hours. On the *post-mortem* examination, a quantity of bots were found in the stomach; he was not aware that all horses that had been out at grass in the spring or summer season were afflicted with bots.

Mr. Thomas Dollar, a veterinary surgeon, of Bond Street, said he made a *post-mortem* examination on the mare on the 31st July. He found two-thirds of the cuticular coat of the stomach covered with bots. There was also inflammation of the bowels, which, in his opinion, had been caused by the undigested food passing into the intestines. The presence of the bots did not allow of the uniform action of the stomach on the food when it passed into the

stomach. In his opinion, that was the primary cause of death. The presence of bots would exhibit itself in the living animal by its having a rough, hollow coat, and a precarious appetite. Bots generally get into the stomach of a horse in the spring of the year when out at grass, and take some time to develop themselves. As a rule, they are carried away in the dung, but in the case of an animal in bad health, whose stomach has been much injured by their presence, they remain, and, in some instances, destroy the coat of the stomach, which becomes indented by their constant pressure. Looking to the state of the mare when he made his examination, he should say she must have been in an unsound condition when sold to the plaintiff from the presence of the enormous number of bots in the stomach.

Cross-examined: The bots he found in the stomach he did not remove; they remained to be seen by the gentleman employed by the defendant. They were found in the more insensible part of the stomach, and a few in the smaller intestines. The bot which is found in the stomach and that sometimes found in the anus, are of different classes. The inflammation of the bowels, which he observed, was the proximate cause of the death of the mare, and that might have arisen from a chill, produced by standing some time in the cold after being driven hard, or having a pail of cold water given when she was heated. The presence of bots prevented digestion, just as the teeth of a human being covered with velvet would prevent his eating. In the time of his grandfather there was a notion prevalent that they assisted rather than impeded digestion, but that was now exploded. He never knew of an instance in which bots had been described as unsoundness. Bots are more commonly met with in horses turned out in low, fenny countries than on hill-side pastures. The food passing into the

stomach in an unprepared state acts as an irritant, and sets up inflammatory action, which in the course of twelve hours might cause death.

Mr. Henry Kent and Mr. Wilkinson agreed in the opinion of the last witness that the presence of bots in the stomach to the extent exhibited in the present case would be sufficient to cause severe injury to the mare, and ultimately to account for her death.

Mr. O'Malley, on behalf of the defendant, stated that his client had not warranted the mare. He had purchased her of a gentleman in Cambridgeshire, who had hunted her the previous season, and when sold to the plaintiff, he said he believed her to be sound, but he would not warrant her. With regard to the notion entertained by Mr. Dollar and the other gentlemen called by the plaintiff, that the presence of bots in the stomach of a horse was unsoundness, or that it tended to impair its general health, good appearance, and capability of working, he should call several gentlemen of very great experience in their profession, who were of the contrary opinion, and who would state that the death of the mare was in no way attributable to the causes assigned by the witnesses for the plaintiff.

Mr. W. Paris examined : I bought the mare from a gentleman of the name of Waller for £42. I told the plaintiff that I believed her to be sound, but I did not warrant her. Some few days after the sale I heard she was unwell, and I sent Mr. Batt, the veterinary surgeon, to see her, and I was told he prescribed for her. I saw her afterwards some three or four times in harness, when she was in a great state of perspiration ; she was a very free goer.

Cross-examined : I have as many as twenty horses in my stables. When I sold her I had not the least hesitation in saying I believed her to be perfectly sound, but I would not warrant her. I am quite sure I did not do so.

Mr. Charles Waller ; I reside near Royston. I hunted

the mare during one season, when she went very well, and was always in good health. When the season was over, I turned her into a paddock some two hours in the day for exercise. When I sold her to the defendant she was quite sound and well.

Mr. Batt said: I examined the mare at the request of the defendant. She was then suffering from influenza and pleurisy; it was a complicated case. Hicks, Mr. Turnham's groom, placed the case in my hands. I saw her again on the following day, when the symptoms had very much abated. I called again on the 7th, and she had so far recovered as not to require any further attention. Influenza was prevailing at the time. On the 31st July I heard from Mr. Paris that the mare was dead, and I arrived shortly after the *post-mortem* examination had been made. I examined the stomach and intestines; the latter were in an acute state of inflammation, which undoubtedly was the cause of death. There was no inflammation of that part of the stomach where the bots were attached, which is the cuticular or insensible part; it is where they are usually found. There was nothing to show any injury from the bots; there were slight indentations where they had been, which is always found in these cases. There was no connection between the presence of the bots and the inflammation of the bowels. I do not agree with the theory that the presence of the bots prevents the food passing into the intestines in a perfectly digested state; I never heard of it before. Inflammation of the bowels might arise from various causes, such as being over-driven and left to stand in cool places, producing chill, or drinking cold water when in a state of heat, which are matters of daily occurrence.. I never saw a case of inflammation of the bowels arising from the presence of bots in the stomach. I have heard of a case where bots had perforated the stomach, and the food passed into the

abdominal cavity, and produced inflammation of the outside lining of the bowels and stomach. There are only one or two such cases recorded. Unwholesome food, or undigested food, passing into the stomach would produce inflammation. A horse eating bad hay or kiln-dried oats would be liable to such inflammation, which is sometimes very rapid in its progress. I never before knew that bots were considered a disease. They are commonly found in horses that are turned out to grass during certain months. Their existence causes no disparagement in the outward appearance of the horse, and there is nothing to show of their existence.

Cross-examined: The existence of pleurisy would show itself in three or four days by the horse breathing quickly, and having, in some cases, a rough coat. After the *post-mortem* examination, I took the morbid parts to Professor Spooner, and his opinion coincided with mine. The statement by Mr. Dollar, that there were as many bots as would fill a quart, is, I think, an exaggeration. I counted about sixty—there was evidence of a number having passed away. The presence of even a large number of bots would not interfere with digestion. I have seen as many as six hundred in one cluster partly on the sensible as well as the insensible part of the stomach. I do not admit that bots are an irritating cause. A horse having influenza and pleurisy on the 4th of July would be more liable to inflammation of the bowels from his system being in a bad state. I do not agree in the opinion expressed by an eminent French authority on veterinary science that "bots in a multitude may occasion sharp pains, and prove detrimental to digestion by absorbing the juices necessary for that operation." I agree in what is said by the same writer, "that so long as they exist in small numbers they do no harm, and cause no pain." Neither do they, I think, in large numbers. My treatment, when I

was called in on the first occasion, had removed the mischief. The mare died from acute inflammation of the bowels.

Professor Pritchard, examined by Mr. O'Malley: I examined the stomach and bowels of this mare the day they had been examined by Mr. Batt. I found the whole course of the lining membrane of the bowels in an inflamed state, and noticed on the cuticular portion of the stomach a number of bots, and a number of depressions indicating that bots had been attached there and become removed; the stomach was perfectly healthy. There was no connection between the state of the bowels and the presence of bots. Their presence had nothing to do with the inflammation of the bowels, nor is their existence considered a disease. On the contrary, it is consistent with the most perfect health of the animal. I never before heard of their producing inflammation in the bowels by preventing the proper digestion of the food, and I think such a theory is absurd. In this instance, I do not suppose that there were more than sixty or seventy. I have known scores of cases where there were double the number present. I have never heard of an attack of pleurisy lasting many days without the symptoms being very palpable. The presence of bots does not impair the energy or the health of the horse. I am not aware of any symptoms by which they can be detected.

Cross-examined: In a healthy horse the period of the development of the bot is about ten months. I do not believe that a horse when in an unsound or weak state is more likely to attract the gad-fly than a sound, healthy animal; it is a well-known fact in veterinary science. I have known numerous cases of bots in the stomach, but I have never known, in my own practice, an instance where they have in any way interfered with the health of the horse. Impaired digestion is not in itself a cause of inflammation of the bowels. The digestive process is not

completed in the stomach ; the food, partly digested there, becomes wholly digested in the intestinal canal, where there are juices necessary to its digestion ; the bot does not feed on them, but on the mucus. I think the statement of the French writer referred to, that " bots in a multitude occasion sharp pains and prove detrimental to digestion by absorbing the greater part of the juices necessary for that operation," to be absurd ; and, in my opinion, the author of such statement could know nothing about digestion. I do not think the mare in question had been suffering from inflammation of the bowels more than twenty-four hours. I see no link at all between the first and the second attack ; in the one case, the mare had an attack of influenza, from which she recovered ; in the second instance, she had inflammation of the bowels, from which she died.

Mr. J. Rolfe Cox, M.R.C.V.S., Mount Street, Grosvenor Square, Mr. Talbot, M.R.C.V.S., of Scotland Yard, and Mr. George Williams, M.R.C.V.S., Wilton Road, Pimlico, corroborated the evidence of the preceding witnesses.

Mr. O'Malley was about to address the jury in summing up the evidence for the defendant, when one of the jury said : My lord, we do not think it necessary to trouble the learned counsel ; we have quite made up our mind.

Mr. Justice Byles : The learned counsel for the plaintiff may claim to address you to see if he cannot change your opinion.

Mr. Digby Seymour : When the jury have intimated an unanimous opinion, I feel bound to bow to their decision.

Foreman of the Jury : We are all agreed.

Mr. Justice Byles : That being so, I think I may relieve you from all responsibility, Mr. Seymour, by saying that I certainly agree with the jury. You think the horse was not unsound ?

Foreman : Certainly, my lord.

Mr. Justice Byles : So do I, gentlemen.
Verdict for the defendant.

[NOTE.—The results of the *post mortem* clearly established that the death arose from some other cause than that alleged by the plaintiff. The fact that the presence of a large number of bots has been regarded as the cause of death is one well known to veterinarians, but only when they are situated upon the mucus membrane at the pyloric end of the stomach, or else within the duodenum or part of the bowel leading out from the stomach. In the latter position they have been known to produce stricture and have been associated with that form of bot which usually occupies the rectum and is known as *gastrophilus hæmorrhoidalis*.

The contention that the presence of bots in itself constitutes unsoundness is wholly untenable.]

Birch-Reynardson v. *Tilley.*

DESCRIPTION AS "GOOD HUNTER"—ALLEGED WARRANTY OF "SOUNDNESS."

At the Southampton County Court in the case of Vere Birch Reynardson *v.* J. A. Tilley, Mr. Lamport appeared for the plaintiff, and Mr. White for the defendant. Plaintiff, of Testbourne House, Totton, sought to recover from the defendant, a riding master, of Alton, the sum of £39 18s., purchase money of a gelding sold by Messrs. Perkins and Sons, Southampton, to defendant at the repository, and in the alternative claimed the amount of defendant's cheque paid to Messrs. Perkins, and endorsed by them to plaintiff, payment of which was stopped.

Mr. Lamport, in addressing the Court, said the facts of the case were exceedingly simple. The plaintiff was the

son of a well-known county gentleman, was a member of the New Forest Hunt, and had for one season hunted the animal in question. The reason of plaintiff's wishing to dispose of the animal was that he was about to get married, and he instructed Messrs. Perkins and Sons, auctioneers, Southampton, in the ordinary way, to sell this animal. Plaintiff also took the precaution before the sale to have the animal inspected by Mr. Burden, a veterinary surgeon, and at the sale and in the advertisement regarding the sale the animal was described as a nice gelding, six years old, "a good hunter, will carry a lady, goes in double or single harness." On the day of the sale the defendant had the opportunity, and did inspect this animal, and it was sold to defendant in the ordinary course, and knocked down to him for £39 18s., and he took it away in the ordinary way. He (Mr. Lamport) had to call his Honour's attention to the conditions of the sale, and his Honour would notice that in connection with the description of the animal there was no warranty as to soundness. The conditions of sale were exhibited in the yard on a board (the actual copy exhibited was here produced), and included the provision that where a horse was entered as a good horse, quiet to ride and drive, and so on, the money should be paid to the owner on the following Tuesday, unless the purchaser delivered to Messrs. Perkins, on or before ten o'clock on the following Monday, a certificate from a veterinary surgeon as to unsoundness, or a statement in what other respect the description of an animal was not answered.

Mr. White explained that his main contention was as to the description of the animal as "a good hunter." They said it was not.

Mr. Lamport said that the conditions of the sale had not been complied with. Apart from the question of warranty, he held that the defendant had not complied with the conditions of the sale. Having given the cheque as a nego-

tiable security, which was endorsed by the auctioneers in favour of the vendor, the proper course for the defendant to have taken, if he thought there was any breach of warranty, was to have given the usual notice, had the horse re-sold, and sued the vendor for any damages sustained, and he should have done that within the time mentioned in the conditions of sale. Coming to the more important point, he (Mr. Lamport) contended there had been no breach of warranty, and he thought he should be able to prove satisfactorily to his Honour that there had been no misrepresentation in regard to the animal in question.

Frederick Styles Ring (Messrs. Perkins and Sons) testified as to the sale of the animal.

Cross-examined by Mr. White, witness admitted the receipt, on the Monday afternoon, after the sale at four o'clock, of a communication from defendant, enclosing a veterinary surgeon's certificate, but the animal reached them at twelve o'clock the same day.

Plaintiff said he bought the animal in 1892 and hunted it, and in the summer it was turned out. His groom hunted it in January.

Cross-examined by Mr. White, witness admitted that he only hunted the animal once last season, but he had seen the animal hunted.

Robert Smith, groom to the plaintiff, said he had hunted the animal in question several times. The animal hunted very well.

Cross-examined by Mr. White, witness said that he used to ride the animal daily. He had hunted it three times this season.

Mr. Stanley Pearce, Master of the New Forest Hounds, said he had seen the horse in question hunting at their meet. It was a good hunter, and, in his opinion, would do a good day's hunting. His definition of a good hunter

in this part was sound in wind and eye, and capable of being hunted.

Cross-examined by Mr. White, witness said that on an average there would be from thirty to forty horses at their meets.

Mr. Timson, a member of the New Forest Hunt, said he had seen the animal in question, and it went as well as others. There was no reason why a horse with a side-bone should not hunt, unless it was lame. The animal was not lame when last he saw it, in December or January.

Mr. William Thomas Wallace, proprietor of the Bedford mews, said he had had experience of twenty-five years in hunting and other horses. The horse, as far as he saw on the day of sale, presented no appearance otherwise than that it might be considered a good hunter. His definition of a good hunter was—sound in wind and eyes, and capable of being hunted within the time specified for trial.

Cross-examined by Mr. White, who asked him if he would buy a horse with ossification of the cartilage as a good hunter, witness said it was a matter of degree. He had known horses theoretically unsound and practically sound.

Mr. Barford, veterinary surgeon, deposed to examining the animal in question on the 7th inst. He saw nothing to prevent the animal being a good hunter. He found slight side-bone. The animal was not lame when he saw him.

Mr. James George Burden, veterinary surgeon, Southampton, deposed to examining the animal on the 26th January, and the animal was, in his opinion, sound. He saw no side-bone. It could not be possible for the animal to have hunted as had been related if it had been lame in both fore-legs and had much side-bone.

Cross-examined by Mr. White, witness said he found a splint on one of the fore-legs. No reason was given to him for an examination of the animal.

Mr. White then addressed the Court for the defence, and drew particular attention to a letter sent by the plaintiff in reply to a communication from the defendant. Plaintiff wrote that he was sorry the bay gelding did not come up to his expectations, but he begged to point out he gave no warranty of soundness, but the animal was described as "a good hunter," a term which was generally considered to mean being sound in wind and eye. The plaintiff seemed to think he was disposing of all liability by simply entering the animal as a "good hunter," but had the animal styled a "good hunter" in order to enhance the price of it.

Defendant said that he bought the animal for the purposes of hunting and a good hunter, but he found it lame.

Cross-examined by Mr. Lamport, defendant said he did not hunt the animal. He had no opportunity. It had a well-developed side-bone, and was unsafe to jump.

Mr. Walker, veterinary surgeon, Alton, deposed to being called on to examine the animal, and he found it had a well-developed side-bone in the off fore-foot, and a splint in the near one, and the animal could not be described as a good hunter under those conditions.

Mr. Redford, veterinary surgeon, who examined the animal on the 27th March, found it lame in both fore-legs. The animal had a fully-developed side bone and a splint, and, consequently, could not be described as a good hunter.

His Honour gave a verdict for the defendant, remarking that he had no hesitation in saying that the animal was unsound.

Mr. Lamport asked his Honour for a ruling as to whether defendant was not bound by the conditions.

His Honour said that defendant must have a reasonable time in which to comply with them. The horse was returned by the first train on Monday morning.

Mr. Lamport said that there might be an appeal.

ALLEGATION AS TO AGE IN SALE CATALOGUE—ABSENCE OF INTENTIONAL MISREPRESENTATION—ALLEGED BREACH OF WARRANTY.

At the Newcastle-on-Tyne County Court, Judge Bradshaw, in delivering judgment in an action for breach of warranty of a horse, said: "I reserved my judgment in this case for further consideration, not that I ever had any doubts as to what my decision must be, but because the principle involved undoubtedly has an importance extending far beyond the present case, for it affects the sale of many hundreds of horses in the course of the year in Newcastle alone; and, also, because I wished to see if I could find any authority for Mr. Joel's proposition that a representation in the catalogue of sale by auction —a description of a horse in such a catalogue—if read out by the auctioneer at the time of the sale, constitutes a warranty of the horse in respect of the matters therein represented or described. The facts, so far as they are material, are simple enough. The plaintiff sent a horse to Messrs. King and Gillespie's establishment for sale in the usual way at one of their regular auctions. The auctioneer was Mr. John Riddell. The horse was numbered in the catalogue of sale Lot 22. The conditions of sale and the catalogue were put in. Lot 22 is thus described: 'Cream-coloured cob, seven years old, about 14.2 hands high; quiet to ride and drive, up to a heavy weight. Subject to V.S. examination prior to sale.' Lot 22 was knocked down to the defendant, who gave a cheque for the price, and removed the cob.

"The cheque was stopped before payment, and the cob was returned to Messrs. Gillespie's yard on the second day after the sale on the ground that it did not answer the warranty given at the time of the sale, the defendant

alleging as the breach that it was not 'quiet to ride and drive,' nor was it 'seven years old.' In the result, an action was commenced in the Newcastle District Registry of the High Court of Justice for the price of the cob, £24 3s. The action was sent down to be tried before me, with the writ, without pleadings. In the course of the trial, Mr. Joel withdrew his defence, so far as related to 'quiet to ride and drive,' and took his stand upon 'seven years old.' He contended that these words, which the auctioneer admitted he had read out from the catalogue at the time of putting up the lot for sale, constituted a warranty that the horse was seven years old. He called, in support of his contention, Mr. Elphick and Mr. Hunter, both veterinary surgeons of experience and repute, who both positively swore from an examination of the cob's mouth that it was more than fifteen years old. On the other hand, the plaintiff swore that, to the best of his belief, the cob was seven years old. He stated that he had bought it of one Graham, a horse dealer, who did not warrant it, but who told him, *inter alia*, that he believed it was seven years old. Graham was called and confirmed this. Both Graham and the plaintiff swore that it was very difficult, if not impossible, to form a positive opinion of a horse's age after six, or at most, eight years old, from an examination of its mouth ; and I confess that the contrary opinions, sworn to by Messrs. Elphick and Hunter, very much surprised me. This evidence would, of course, be very material if we were dealing with an admitted warranty. But though it seemed necessary to refer to it to make the facts intelligible, it is not really before me. In my view of the case, there is a preliminary question to be solved. Is an allegation in a catalogue of sale by auction that a horse is seven years old a warranty of that fact by the seller, or is it mere description or representation ? Now, it is well settled that every statement as to soundness or other qualities which the seller of a horse

may make at the time of the sale in the course of his dealing, and before the bargain is completed, is a warranty, if it appears to have been so intended. That was the law laid down in the leading case of Pasley *v.* Freeman (2 Smith, L.C., p. 72), and it is the law now. Mr. Justice Buller there said: 'It was rightly held by Holt, C. J., and has been uniformly adopted ever since, that an affirmation at the time of a sale is a warranty, provided it appear in evidence to have been so intended.' And it has been held that whether or not a warranty be intended is a fact to be determined by the jury, upon consideration of all the circumstances. In Budd *v.* Fairmanner (8 Bingham, p. 48), the receipt was in the following words: 'Received £10 for a four-years-old colt, warranted sound in every respect.' It was held that the warranty was restricted to soundness, the age being mere matter of representation or description. Tindal, C. J., there says: 'A party who makes a simple representation stands in a very different situation from one who gives a warranty. For such a representation he will not be answerable unless it be shown to be false within his knowledge.' No doubt, it would be more prudent in cases of this kind, where it is difficult, or even impossible, to arrive at certain conclusions, to describe a horse generally as 'aged' instead of particularizing his age; and it seems strange that so shrewd a class of persons as horse dealers are supposed to be do not act upon this. But that they do not do so is obvious from a cursory inspection of this particular catalogue, in which, out of forty-two lots of horses for sale, no less than eleven horses are described as seven, or eight, or nine years old. But it may be said that Pasley *v.* Freeman and Budd *v.* Fairmanner are purely common law cases, decided before the Judicature Acts, which give a contractor the benefit of any equitable doctrine in his favour. But *caveat emptor* is as much a rule of equity as of law. In Snell's 'Principles of Equity,' p. 387, the

learned author, speaking of the relief given by courts of equity for misrepresentation, says : ' The misrepresentation must not only be in something material, but it must be something in which the one party places a known trust or confidence in the other. It must not be a mere matter of opinion, equally open to both parties for examination and inquiry, where neither party is presumed to trust the other, but to rely on his own judgment. But if the purchaser, choosing to judge for himself, does not avail himself of the knowledge, or means of knowledge, open to him or his agents, he cannot be heard to say that he was deceived by the vendor's misrepresentations, for the rule is *caveat emptor*.' Now, I am of opinion that, in the present case, there was no intentional misrepresentation. I think the plaintiff believed, and that he had reasonable grounds for his belief, that the horse was seven years old. I am further of opinion that the words ' Subject to V.S examination prior to sale ' was intended to enable the purchaser, and did enable him, to avail himself of skilled professional assistance, if he thought fit to do so. He seems to have chosen to judge for himself. He cannot, therefore, now be heard to say he was deceived, even in a court of equity. Speaking generally, I have been unable to find any direct authority for the proposition that a description of a horse, his age, or qualities, in a catalogue of sale by auction, even though such description be read out by the auctioneer at the time of the sale, is a warranty of the thing or quality so described ; and I am unable to deduce such a proposition from the cases. In the catalogue of sale before me I observe that Lot 7 speaks of a bay gelding, ' Turko,' his height, his qualities as a charger, a hack, a hunter, and otherwise, and then adds ' warranted sound.' Lots 14, 26, 27 and 28, *mutatis mutandis*, are to the same effect, and all have the words added, ' warranted sound.' Referring to these lots, I asked Mr. Joel whether he would say that the qualities

enumerated, other than soundness, were warranted. And he argued that they were so, and that soundness was specially warranted. I cannot agree with him in that opinion. I find, as a fact, that the parties did not so intend. This would be sufficient, in my opinion, to give the plaintiff a verdict. But beyond this, I think the matter is concluded by the conditions of sale. The sixth condition has these words: 'No warranty to be implied from price or otherwise, or held as granted, unless expressly agreed to in cases of sale by private contract, or announced by the auctioneer from the box in sales by auction.' It is in evidence that no such announcement was made by the auctioneer on the sale of Lot 22. My judgment, therefore, is for the plaintiff. I have given my reasons at greater length than was, perhaps, necessary to determine the question immediately before me, because the interests of so many persons are affected by it."

[NOTE.—The decision in the above case is clearly right. There was no warranty, but merely a representation. The conditions in the auctioneers' catalogue were perfectly plain, and as such ought to have been sufficient to have prevented any buyer from being misled as to the warranty of the animal purchased. Every buyer ought to know that it is customary for the majority of horse dealers to sell their animals as seven, eight, or nine years, though they may be twice or thrice this age.]

Mann v. *Stephens.*

VETERINARY SURGEON'S CERTIFICATE — ALLEGED NEGLIGENCE—LIABILITY OF VETERINARY SURGEON.

At the Penzance County Court, before Mr. Montague Bere, Q.C., judge, this action was tried in which William Mann, of St. Buryan, sought to recover £50 from

John Stephens, veterinary surgeon of Penzance, for a wrongful warranty of a horse. Mr. Wellington Dale was for the plaintiff, and Mr. Bridgman, of Plymouth, for the defendant. The plaintiff's case was that in March last, being about to purchase an entire horse, he asked the defendant to examine the animal with a view to giving a certificate as to its condition. It was accordingly examined on the 19th of March, but as it was then "roaring" and suffering from an unsound hock, the defendant declined to pass it, and arranged to see it again at a subsequent date. The plaintiff particularly asked him to be very careful about the matter, as he was giving a big price for the horse, and told him that unless he could give a satisfactory certificate at the next examination, he must give up all idea of making the purchase, as it would be too late for the season. A day was fixed for the next examination, but the defendant did not attend at the appointed time. On the following day, however, he told the plaintiff that he had seen the horse during the night, had found it perfectly sound in every respect, and that Mr. Mann would have a good bargain in getting it for £80. At the same time, he gave a certificate that the "horse was well made, and a thoroughly sound one in wind and limbs, and all other respects." On the faith of this certificate the purchase was made, but on the same evening the plaintiff found that the horse was a roarer, and was still bad in the wind as on the 19th of March.

His Honour: But roaring does not affect the wind. He must have been galloping very hard for the plaintiff to have found that out on the same evening.

Mr. Dale went on to say that there was something also wrong with the hock; and Mr. Mann, noticing the same defects on the following day, called Mr. Stephens' attention to it, and the latter told him to exercise the horse gently. This was done, but it did not get any better, and when Mr.

Stephens saw it again, he himself pronounced it to be a roarer. On the 18th of April it was examined by Mr. Olver, veterinary surgeon, who certified, "I find he is a roarer, and does not flex his hocks properly; consequently unsound." Mr. Olver would also state that he never saw a worse roarer in his life, and that the horse must have been a roarer when examined by Mr. Stephens on the 31st of March.

His Honour: You must prove to me that there was such gross negligence on Mr. Stephen's part that any man holding himself out as an instructed and educated veterinary surgeon ought to have seen it and discovered it. But the mere fact that roaring which existed on a particular day, was certified not to have existed on another day, and then seems to have been reproduced, would not make me come to that conclusion.

Mr. Dale: But he undertakes to exercise a reasonable degree of skill and care.

His Honour: But you must show there was such negligence that no properly educated veterinary surgeon ought to have overlooked the unsoundness.

Mr. Dale said the question would arise as to what was a reasonable degree of skill and care. He was in a position to prove that the mother of this horse was a roarer.

His Honour: That is no use. What on earth the use of proving that? You must prove that on the 19th of March the horse was a roarer. Mr. Stephens examined him on the 31st March, and said he was not a roarer at that time, and you will have to show that on that day the disease was so apparent as to have made it necessary for an ordinarily capable veterinary surgeon to have discovered it.

Mr. Dale said he should prove that it was apparent to the inexperienced eye of the plaintiff when the horse came into his possession, and in that case it ought to have been apparent to the defendant.

His Honour pointed out that roaring did not necessarily prove unsoundness. It had been well laid down by Lord Ellenborough that if roaring were the cause of such disease, the existence of which would practically diminish the usefulness of the horse, then that roaring caused unsoundness. But unless that could be proved roaring was not unsoundness. In the case of Basset and Collins, decided in 1810, Lord Ellenborough said : " It has been held that roaring is not necessarily unsoundness, and I entirely concur in that opinion. To prove a breach of warranty the plaintiff must show not only the existence of roaring, but that the roaring is symptomatic of disease."

Mr. Thomas Olver, veterinary surgeon, was then called. He said that he saw the horse on the 18th of April. He found that he had a peculiarly stiff action in moving his hocks. He made a threat to strike him with his stick, when the horse grunted, and he at once came to the conclusion that he was a roarer. He then had him out in the field and galloped him, and this confirmed him in his opinion.

By His Honour : I cannot tell how long the disease had existed that caused the roaring. Roaring is not necessarily a thickening of the top of the wind-pipe. There are various causes that produce it.

His Honour : Are you of opinion that roaring is transmitted from sire or dam to colt or filly ?

Mr. Olver : I have not the slightest doubt about it. I can prove it.

His Honour : There are people who have doubts.

Mr. Olver : I believe very few educated men in our profession have the slightest doubt about it.

His Honour : Are all Prince Charlie's colts roarers ?

Mr. Olver : No, not all of them, but many of them are.

His Honour : Then you do not say it is necessarily hereditary ?

Witness : Oh, no. No disease is necessarily hereditary, but it is undoubtedly hereditary all the same.

By Mr. Dale : The horse roared very badly on the 18th of April, but I do not say it must necessarily have been a roarer on the 31st of March. The defect in the hock might probably pass off again, but I consider any defect of that kind is unsoundness.

His Honour : Do you go so far as to say that a defect not likely to injure the horse permanently is unsoundness ?

Yes ; it is unsoundness while it exists. A horse may be lame to-day and sound to-morrow, but I should not like to pass it as sound if it were lame to-day.

Mr. Bridgman : Would you be surprised to know that three veterinary surgeons have seen the horse this morning, and are prepared to certify that it is perfectly sound in limb ?

No ; I should not be at all surprised. I will not swear the horse was necessarily unsound on the 30th of March, although it was so when I saw it on the 18th of April. Roaring may be temporary, but in this case I believe it will be permanent.

His Honour here said he did not wish to stop the case, and at his suggestion the defendant was called before any further evidence was taken on the other side.

Mr. Stephens stated that he examined the horse on the 18th of March, and had it galloped, but it was breathing too quickly, and he declined to pass it on that occasion. It was coughing, but there was nothing to indicate it was a roarer. On the 30th of March he saw it, and again examined and tested it very carefully, adopting all the usual methods. He adopted more than the usual precautions, because of the condition of the horse on the first occasion of his seeing it. He came to the conclusion that the horse was perfectly sound in wind and limb, and he would swear that it was so on his second examination. There were

numbers of cases on record in which horses had suddenly become roarers, and he discovered this one to be a roarer on the 14th of April. He said unhesitatingly that it became a roarer between the 30th of March and the 14th of April.

His Honour then said he had Mr. Stephens examined in order that the view he had taken early in the case might be confirmed. For the plaintiff to support this action he must prove that the defendant acted as no intelligent and properly educated veterinary surgeon would have done when he examined the horse on the 30th of March, and that he did not exercise a reasonable amount of skill and intelligence. But at the end of Mr. Olver's evidence he came to the conclusion that there was little, if any, evidence against Mr. Stephens at all. Mr. Stephens has now given his own account of the transaction, and he had given his evidence very clearly and straightforwardly. It was evidence in which implicit confidence could be placed, and being of opinion that the plaintiff had failed to make out his case, he gave a verdict of non-suit.

[NOTE.—This case illustrates the possibility of "roaring" being suddenly developed.]

Hodges v. *Jeffries.*

WARRANTY.

DISEASE OF THE PASTERN BONES—ALLEGED UNSOUNDNESS.

This action was tried at the Chipping Norton County Court, before Judge Harrington.

James Hodges, steward to Lord Sherborne, sued Mr. Jeffries, horse dealer of Salford, for £18 14s., being the difference of the price of the horse, and that for which he was sold (together with the expenses attendant on the sale and delivery) by auction at the Chipping Norton Fair.

Mr. Malham, Oxford, appeared for the defendant, and Mr. H. Turner, Birmingham, for Mr. Hodges.

James Hodges, land surveyor and bailiff to Lord Sherborne, deposed: I have known the defendant as a horse dealer for four or five years, and have had dealings with him. Before Christmas I asked him to look me out a real good cart horse. I saw the defendant at Sherborne, in March, and afterwards saw the horse at Mr. Hiron's farm, at Salford, near Chipping Norton; defendant recommended the horse as being a warranted good horse. I approved of the horse some four or five days previously to the 29th March, as far as I could judge. I told the defendant and Mr. Hirons I should not buy it unless my carter first saw it. My carter came back, and, in consequence of what he said, I sent for the horse, and the same evening Mr. Jeffries came to my house to settle for it. In defendant's presence the carter said he was very doubtful about the horse's fore-legs. Mr. Jeffries replied that the horse was perfectly sound. He said: "You can try him, and if he's not exact, you can allow me £2, and I'll take to him again." We went into my office, and I settled for it. Defendant, at first, objected to give a receipt, but I insisted on having one, which I wrote out and he signed. I worked the horse about for half-days the first week, with a broad harrow; he appeared to work well on the land. On the following week he was sent to work on the road to draw stones from Windrush. He worked that afternoon apparently well. Next morning, in consequence of a communication from the carter, I went to look at the horse, but found nothing. I then told the carter to work him carefully the next day, and on the second load of stones being brought, I observed that the horse was lame in both legs. After writing a letter to Mr. Jeffries, complaining of the unsoundness of the horse, a reply was received from Mr. Jeffries, stating that the horse was sold to him by Mr. Hirons. The horse

was sent back, and I saw the defendant, to whom I stated that, in consequence of the lameness of the fore-legs, I could not keep him. Mr. Jeffries referred me to Mr. Hirons. I went to Mr. Hirons' house and took the horse, and asked the defendant to go with me, to see if he could compromise the matter, but he told me he was not at home. I went to Mr. Hirons' house and waited until he came back. Defendant met Hirons before I saw him. I told Hirons the horse was not sound, when he said he supposed we had been messing him about. Both refused to take the horse back, and, in consequence of that, I took the horse away. I brought the horse straight to Chipping Norton, and had him examined by Mr. Irving, and, in consequence of what Mr. Irving told me, I put the horse out to livery for a fortnight, and the horse was sold at Chipping Norton market by public auction.

In answer to Mr. Malham: When I went to look at the horse, it was ploughing. I said to Mr. Hirons, "I suppose you'll warrant the horse?" To which Mr. Hirons replied, "It is perfectly sound; it's never been off the estate, and I bred it." Mr. Hirons refused a warranty, and I said, "If you think the horse is perfectly sound, there's no need for a veterinary surgeon." Before Mr. Hirons said the horse was perfectly sound, I said I should have Mr. Tombs to see it. Mr. Hirons did not suggest that the horse should go to a veterinary surgeon, nor did he say that if the horse was sound, that it was mine, and, if unsound, it should remain where it was. The whole of the receipt was written by me, except the signature. The words "warranted sound" were written before Jeffries signed. Mr. Jeffries did not ask me to read the receipt; I read it voluntarily; I read over the receipt first, without the words "warranted sound." I inserted these words with the consent of the defendant.

Mr. Peter Irving, veterinary surgeon, Chipping Norton,

said : I was called in by Mr. Hodges to examine the horse at the Fox Inn. I found he was lame, and, on further examination, I found a bony deposit round the coronet. At the present time I consider he has side-bone. Inflammation of the cartilage will produce the deposit complained of. Before Mr. Blake purchased the horse for Mr. Brassey, I did not dissuade him from buying it.

This being the case for the plaintiff,

Mr. Jeffries, the defendant, was called, and said : When Mr. Hodges came to my house I told him Mr. Hirons had got a cart horse to part from, and took him over to see it. He went to Mr. Hirons' house with me, and we went, in company with Mr. Hirons, to the team, and before we got to the team complainant pointed out the horse. Mr. Hodges asked Mr. Hirons, on the way home, the price of the horse, to which Mr. Hirons replied, ninety guineas. Mr. Hirons refused to give a warranty after Mr. Hodges had told him that the horse would be required for stone and timber drawing ; but if it was going on to a farm, he would give a warranty. I proposed having a veterinary surgeon, and named Mr. Tombs, of Barrington. Mr. Hirons consented, and said, "If the horse was sound, it was their horse, but, if not, he was to remain where he was." He was to be examined before leaving Mr. Hirons' farm. I suggested that Mr. Hodges' carter should see the horse. On the morning of the 19th Mr. Hodges purchased the horse of Mr. Hirons for ninety guineas. On the same day I had occasion to go to Mr. Sherborne, when I called on Mr. Hodges, and paid him for some horses I had sold for him, and he deducted the £90. I told him I could not be at the trouble of showing the horse for nothing, and he paid me ten shillings for my trouble. Before signing the receipt, he read it, but no mention was made of the words respecting a warranty. I was never asked to warrant the horse.

In answer to Mr. Rogers: I believe the words in the receipt, respecting the warranty, are a forgery. I paid Mr. Hirons £94 10s., and he gave me £4 back. I saw the blotting paper used directly I had signed the receipt.

Mr. Hirons: I live at Salford, and am a farmer. The horse in question I bred; it was coming four years. I had not sold the horse to anyone prior to Mr. Hodges coming to see it. When he came to see it, he asked me what I should want for the horse. I told him I should not sell him for £80. After I got home he again asked the price, and I told him ninety guineas, and he said, "That's business." I refused to warrant the horse to him, on account of the nature of the work he was going to put him to; if it were going to work on a farm, he would give a warranty. Mr. Jeffries then suggested a veterinary examination, and Mr. Hodges named Mr. Tombs, whom I expected would come over. Mr. Jeffries paid me £90, I having previously arranged to give him £4 10s.

Mr. Verney, veterinary surgeon, of Blockley, and Mr. Perkins, veterinary surgeon, of Worcester, both of whom had examined the horse that morning, spoke positively as to the soundness of the horse. There was a congenital enlargement of the pastern bones, which would not interfere with the horse's usefulness.

Mr. Andrew Blake said: On 20th April, I bought the horse in question for Mr. Brassey for £82. He has been regularly used on the farm and roads; he has been a ready, free worker. I observed no stiffness about his fore-legs. I was offered £3 on the day for the bargain.

His Honour stated that in the face of the veterinary evidence and that of Mr. Blake, he must give a verdict for the defendant. It was not proved to him that the horse was unsound at the time of sale.

Plaintiff elected to be non-suited.

Messent v. *Rea.*

WARRANTY—"WIND-SUCKING" UNSOUNDNESS, NOT MERELY A VICE.

The plaintiff, a gentleman residing in London, sought, by this action, to recover compensation from a horse dealer carrying on business in Southwark, in respect of the alleged unsoundness of a horse which he had purchased from the defendant, with a warranty, for eighty guineas.

The plaintiff alleged that after he had received the horse he found that it shied; that it had lop-ears, which were supported by an artificial arrangement of elastic bands; that its teeth were "bishoped"; that it made "grimaces" and was a "wind-sucker," and that it suffered from incipient blindness. The defendant denied that he had warranted the horse or that it suffered from the alleged unsoundness.

Mr. Philbrick, Q.C., and Mr. Anderson appeared for the plaintiff, and Mr. Charles Russell, Q.C., and Mr. Fullerton represented the defendant.

The following summary of the trial contains the salient points of the evidence adduced on both sides.

The plaintiff, Mr. Messent, stated in his examination that the previous June he had complained to defendant of horses previously purchased of him, and that about the end of that month the defendant called on him and stated he had purchased a very nice bay horse, which he could recommend, and that it would make amends for the other purchases. He could warrant this one; indeed, it was the best horse he had ever had, and that he would take the low price of eighty guineas for it. The defendant left the horse, although the plaintiff demurred, as his stable was

full; but he yielded to the entreaty of the defendant, and the horse was placed in a neighbour's stable. The defendant called on a subsequent occasion to inquire how the horse suited. The plaintiff said he believed very well, but he had been away from home, and, therefore, could not speak for himself, but his groom had not complained. The defendant, when speaking as to the soundness of the horse, handed the plaintiff a certificate, given by a Mr. Bignold, veterinary surgeon, in which the latter declared that the horse was six years old, and that he could not detect any unsoundness in it.

The plaintiff observed that the certificate bore the date of February 4th, and, moreover, if he had a horse examined he always made it a rule to be present and see it done himself. In reply, the defendant said the animal was all right and everything he had represented. A few days afterwards the plaintiff heard the defendant had called again. So on July 4th he sent a letter, enclosing cheque, in which he wrote: "I purchase this horse on the distinct understanding that you warrant him quiet to ride and drive, and sound; but with reference to the latter, if you prefer it, subject to my veterinary surgeon's examination." To this letter no reply came, but in due course the cheque was returned through the bankers, and was endorsed by defendant. The plaintiff stated he went away for some time again, but early in August—about the 12th—he was driving his horse for the first time to Whetstone, about eight miles from London, and when near the town the horse shied, reared, and appeared greatly excited. He jumped out of the phaeton, discovered the horse was bleeding at the nose, and very uneasy. He left it at Whetstone for the night and drove it back next morning. The journey was very gently performed; he did not hurry it, and his grooms had previously duly exercised the horse daily with the others.

When he arrived home he mentioned what had happened to the groom, who said it might arise from a "wen" he had discovered in the neck. He mentioned the matter on one occasion to Mr. Rea, and also that he found the horse had a peculiar way of gaping and tossing its head. The defendant replied that all this was "freshness," and that one of his bits would put matters right.

On the 31st of August the plaintiff consulted Mr. Ward about one of the grey horses he had previously bought of the defendant for one hundred guineas, with reference to its soundness. Mr. Ward had the animal taken to Mr. Allen's riding-school, and whilst examining its wind discovered it was a "whistler." The plaintiff had sold this horse to a relative, subject to Mr. Ward's opinion, but the purchase was not completed in consequence; this horse was also warranted. He requested Mr. Ward to call next morning and give his opinion on the bay horse. Mr. Ward came, and as soon as he entered the stable he said the horse was a confirmed "wind-sucker," was nearer nine years old than six, and that if the veterinary surgeon had stated this animal to be six, the teeth must have been "bishoped," and they appeared to have been tampered with. The ears he found had been brought together by elastic bands, they being now lopped. Mr. Ward left the following certificate:—

> "This is to certify I have this day, by order of Mr. Messent, carefully examined a bay gelding, aged, and I pronounce him to be unsound from laryngeal disease, wind-sucking, and defective vision.
>
> "(Signed) ROBERT WARD, F.R.C.V.S."

The plaintiff was told by him that he had better send the horse away, for it was very likely to be taken seriously ill from the wind-sucking, particularly if idle in the stable.

Plaintiff wrote to defendant stating the results of both

examinations, asking if the defendant considered it was right treatment to a customer who had been so lenient, to sell a horse with his ears tied up, with his teeth "bishoped," and a confirmed "wind-sucker"; but, without prejudice, offering to defendant the option of sending an experienced veterinary surgeon to meet the plaintiff and arrange the matter; otherwise he stated that he would place the whole thing in the hands ot his solicitors. No reply was received, but one day the horse was taken seriously ill during the plaintiff's absence. Mr. Dollar, jun., the usual veterinary attendant on the stud, was called in. Mr. Ward was called in to consult with Mr. Dollar, and eventually the horse recovered, and was sold by auction for twenty guineas at Park Lane Repository, the plaintiff's loss amounting to £69 9s. 6d. The plaintiff was subjected to a severe cross-examination by the defendant's learned counsel, but his evidence was not shaken.

The grooms stated in evidence that the horse made "faces" or "grimaces" when it first came; but they did not know what it was as they had never seen one like it before. The head groom admitted the defendant had given him a sovereign, and had promised him £5 if all went well with the horse. He forgot to tell his master about his discovery that the ears had been fixed by the elastic arrangements.

Mr. Robert Ward stated that he was a fellow of the Royal College of Veterinary Surgeons, of twenty-five years' experience, and then in practice in the Harrow Road as a Consulting Veterinary Surgeon. He said: On the 1st September he went, at plaintiff's request, to his stables and examined the horse in question. Immediately he entered the stable he saw the horse "wind-sucking," and asked the grooms if they had noticed it; they said they had, but did not understand it. Examining the head, he found peculiar marks at the root of the

ears, and the head groom said they were tied up with elastic. The eyes were defective, the pupils dilated; this was the effect of nervous exhaustion, consequent on indigestion and digestive derangement from the wind-sucking. The diseased condition must have been of some standing—certainly not of a week, but at least a year. In reply to his lordship, he said he considered wind-sucking a symptom of disease, and not a vice, as was erroneously supposed. His theory was that, previous to the habit, there existed a depraved condition of the digestive functions; the animal experienced a continual feeling of hunger or desire to swallow something; the sympathetic and pneumogastric nerves became implicated to such an extent that the act, which should be voluntary, became involuntary. The habit was quite incurable; he had never heard of an instance of cure; the disease increased; a horse, however slightly affected, would gradually get worse. It was, in his opinion, decided unsoundness. He quite agreed with Professor Williams, in his "Text-book of Veterinary Surgery," page 503, on crib-biters and wind-suckers. He was submitted to a rigid cross-examination by Mr. Charles Russell, Q.C., but the learned counsel failed to shake his opinion.

Mr. Ward produced a specimen of dentition from a subject seven years off this year, which should correspond with the horse's lower jaw if it was six off last year, as stated, and he handed the specimen to the jury for them to compare with the mouth of the horse which was outside the court for their inspection.

Mr. Ward said the animal was undoubtedly suffering from the effects of wind-sucking on the 23rd of September. The animal was in a tympanitic condition and in great pain; the tympanitis was due to the wind-sucking; the pain was much increased by the chronic inflammatory condition of the digestive canal, especially the colon. Mr. Dollar

had treated the animal in the usual manner, and was quite right in applying the embrocation to the sides, if the hair was removed.

Mr. Thomas Dollar, jun., M.R.C.V.S., said that he and his father attended plaintiff's horses. He was called to the horse on the 22nd September, and found the animal much distended and in great pain; it was suffering from tympanitis and colic impaction, caused by wind-sucking, and was very ill; he thought it would not recover. Mr. Ward met him in consultation; the horse did recover. He should consider a wind-sucker like this animal unsound. The horse would be liable to indigestion and colic. He knew Professor Williams' work and agreed with him in his remarks on the habit, on page 503.

Mr. George Fleming, F.R.C.V.S., said that he had twenty-five years' experience; had listened attentively to the evidence given by Mr. Ward, and quite coincided with it. "Wind-sucking" was most undoubtedly unsoundness; it would increase, and tend to shorten life—certainly to impair the animal's usefulness; and would produce alterations in the digestive organs, the walls of which would become thinner; the digestive functions would also become impaired. There was no cure; the habit would continue to increase; rupture of the stomach frequently occurred. In reply to his lordship, he should not pass such a horse for the Army under any circumstances; indeed, he would not have a horse in his regiment that was a wind-sucker, as other horses acquired the habit, and it would therefore be dangerous for them to be allowed to stand with one so affected. Indigestion would arise from it; the vision would be affected during acute tympanitis; the œsophagus would become dilated in time, and the larynx altered. He quite agreed with the opinion of Professor Williams in his work, page 503 (paragraphs on crib-biting and wind-sucking).

His lordship then desired Mr. Fleming to accompany the jury to view the horse and explain the result of his examination to them, on behalf of the plaintiff; and Mr. Bignold was deputed by Mr. Russell to be present on behalf of the defendant. This concluded the case for the plaintiff.

Mr. Russell, in defence, pleaded the serious consequences of the result of this trial to the defendant, whom he represented as a man of long experience as a dealer in horses, and who had been at one time employed as agent for the purchase of Government horses. He said he would call two members of the College, who would prove that the animal was sound when sold, was sound now, and he would produce the horse outside the court for the jury's inspection.

Mr. Rea, in examination by Mr. Russell, stated he had been in trade as a dealer many years. He did not warrant the horse; he knew it was a wind-sucker, but did not consider that an unsoundness—only a vice or bad habit; did not tell the plaintiff it was a wind-sucker. In reply to his lordship, and in his cross-examination, he said he bought the horse at Tattersalls', on February 4th. Mr. Bignold advised him to buy it, as it was such a nice horse. Mr. Bignold had known it for some time. He gave thirty-eight guineas for it; in the yard Mr. Bignold gave him the certificate produced in court. He paid Mr. Bignold half a guinea for it. He did not know at the time it was a wind-sucker, but found it out soon after. He left the plaintiff to find it out, as he had done; he told plaintiff the horse was "workably sound." His lordship here remarked that a horse, to be sound, must be workable—did the defendant understand that? Defendant said he considered a wind-sucker workably sound. His lordship then read the definition of the term "unsoundness," according to the late learned judge, Baron Parkes. If at the time of sale the horse has any disease which either

actually "does diminish" the natural usefulness of the animal so as to make him less capable of work of any description, or which, in its ordinary progress, will diminish the natural usefulness of the animal, this is unsoundness; or if the horse has, either from disease or accident, undergone any alteration of structure that either actually *does* at the time, or in its ordinary effects *will*, diminish the natural usefulness of the horse, such horse is unsound.

Defendant admitted receiving the letter and cheque referred to by plaintiff; the endorsement on the cheque was his. He did not reply to the letter and took no notice of the remarks therein. His son fixed the elastic bands to the ears; he did not tell plaintiff about them, he told the groom. The horse was seven years off now.

The son of defendant corroborated his father in most particulars. He knew the horse was a wind-sucker, but said nothing about it.

The ostler who was with defendant at the time was called. He said he discovered the horse was a wind-sucker in about a fortnight; he had driven the horse—he went well—and considered him a sound horse.

Mr. Samuel Bignold, M.R.C.V.S., said that he remembered examining the horse. The certificate produced was his; he did not know the horse was a wind-sucker.

His lordship, referring to the wording of the certificate: "I do not detect any unsoundness," asked, "Supposing a horse was blind of one eye—the off, for instance—and was placed against a wall, the right side to the wall, and if he was asked by anyone—perhaps myself," said his lordship, "'Do you detect any unsoundness?' you would and could say, 'I do not detect any unsoundness.'"

Witness replied it was his custom to word his certificate thus, or he should always be in a law court.

His lordship replied that it was well for his clients to understand it.

In cross-examination by Mr. Philbrick, he said he had known the horse for three years; did not know it was a wind-sucker until that morning, when Mr. Fleming and the jury examined it. He still considered it was sound, but should have stated it was a wind-sucker on his certificate had he known it. The certificate of the previous March was his; he did not detect any unsoundness. The defendant requested him to examine the horse again, as it was for sale; he did not say there was a trial pending. He knew nothing of this trial at the time, or would not have given the certificate. In reply to his lordship, he said he bought the horse for a client, about three years ago, of Mr. Smith, of Pimlico, and gave, he thought, ninety guineas for it. His client kept it some time. He then bought it himself, used it in his practice for about a month. He gave £60 or £65 for it, but could not exactly say; he sold it to a client for one hundred and twenty guineas. This client kept the horse some time—he thought about twelve months. He went to Australia, sent the horse into Tattersalls' for sale, with a reserve of a hundred guineas; it was not sold the first time; but when put up for sale again, without reserve, sold for thirty-eight guineas. Defendant was the purchaser. Never heard the horse was a wind-sucker whilst in his possession or since. Considered wind-sucking a vice, like crib-biting; not an unsoundness. He knew Professor Williams' work, and agreed that the description was right, but it was a bad or extreme case; he had heard his lordship read Baron Parkes' definition of unsoundness, and admitted wind-sucking did occasion indigestion and colic. He also admitted that wind-sucking was incurable. He did not, in this case, consider it an unsoundness. He had heard the evidence of Mr. Fleming and Mr. Ward, and did not agree with them that the horse was unsound.

Mr. George Augustus Hall, M.R.C.V.S., said he examined the horse in question for the present owner,

He gave the certificate produced that the horse was sound; saw the wind-sucking at once, directly he entered the stable; did not consider it constituted unsoundness; the habit was not curable. Had heard the evidence of Mr. Fleming and Mr. Ward; did not agree with them that wind-sucking was unsoundness. Knew Professor Williams' work produced—it was a text-book; agreed with his remarks on crib-biting and wind-sucking, in paragraph referred to, on page 503, excepting that it was an unsoundness. Had heard his lordship's explanation of the term. Wind-sucking, if bad, did occasion indigestion and colic, and all disease must have a beginning. Had seen the horse that morning, and was still of opinion it was sound.

Mr. Gayton, horse dealer, was the next witness called by the defendant. He said he bought the horse at Park Lane Repository for twenty guineas. It was very poor-looking. He kept it till November, got it into good condition, sent it to Aldridge's, and sold it for forty-nine guineas, to a Mr. Fredericks. He knew the horse was a wind-sucker. It worked well, was a nice horse; the present owner was pleased with it. In reply to his lordship as to whether he considered the horse sound, "As a practical man," he said, "I will speak the truth, my lord. The horse is perfectly sound, *bar* the wind-sucking."

Mr. Fredericks' groom was the last witness called by the defendant. He said he drove the horse daily some thirty or thirty-five miles; it went well. Sometimes he drove it in the music-hall placard van, and other times in the carriage. His master was quite pleased with the horse; and would not take eighty guineas for it now. When it came home the grooms in the mews said, "You will have some trouble with this horse," for they saw and heard him wind-sucking; but the horse had never been ill or out of sorts.

The learned counsel, Mr. Philbrick, remarked that he must have had but little time to indulge in his habit of wind-sucking if continually going thirty-five miles a day.

The court adjourned.

The following day Mr. Fullerton, in the absence of his learned colleague, addressed the jury for the defendant, calling their attention to the importance of the case to the latter, who had been charged with fraudulent practices—in applying elastic apparatus to the animal's natural lop-ears, the bishoping of the teeth, as well as representing the animal as sound knowing it to be unsound. He admitted that the animal was a wind-sucker—a patent defect, or vice—and which the evidence of the professional witnesses went to show was not an unsoundness. The evidence in general was most forcibly laid before the jury, and he begged them to well weigh the position of defendant.

Mr. Philbrick, on behalf of the plaintiff, said that, with reference to the ears and teeth, or misrepresentation connected therewith, he would pass that over, and confine himself to facts. The questions he submitted to the jury were: Did the defendant warrant the horse sound? And was the horse unsound? With reference to what was soundness and unsoundness, his lordship had already explained this, and he could not add thereto. With reference to the warranty, there was the letter before them, and the cheque endorsed; there was the admission of defendant that he said the horse was "workably sound," and his lordship had explained that a sound horse must of necessity be workable—indeed, the question they had to decide was this: Was the horse a "wind-sucker"? This was admitted. Then, was this an unsoundness or a vice? There was no doubt that the opinion of the professional men who had been heard was formed after due consideration.

His lordship, in addressing the jury, said the counsel for the plaintiff had forsaken the first part of the indictment—the charge of fraud—and very properly so; it was usual thus to bring these cases before the court. The matter for their consideration was simply this: Did the defendant warrant? And, if so, was there a breach of that warranty? He called their attention to the opinion on unsoundness he had read, on the authority of the late Baron Parkes. The question of warranty rested upon the letter and the cheque, also the evidence of defendant: that he did say the horse was workably sound, and he maintained it was so. That "wind-sucking" is unsoundness, as well as a vice, you have the evidence of two professional gentlemen, who agree with the remarks of Professor Williams in his text-book. Against this you have the evidence of the defendant's two professional witn sses, who maintain that a "wind-sucker" is not necessarily unsound, and who, although they agree with the general remarks in Williams' text-book, disagree with him on the point of unsoundness.

The evidence, his lordship continued, that the horse did then work, and did not appear to be the worse for "wind-sucking," was not the question. It was: Was wind-sucking unsoundness, according to the meaning of the term?

On the question of damages, no damages were sought—only the amount of loss to the plaintiff between the original price of eighty guineas and that realised, with the expenses deducted—namely, £69 9s. 6d.

The jury consulted a few minutes, and returned a verdict for the plaintiff for the amount claimed.

His lordship certified for full costs.

Holborough v. *Fountaine.*

BREACH OF WARRANTY—"SHIVERING" AN UNSOUNDNESS.

At the Hereford County Court, before His Honour Judge Harris Lea and a jury, a remitted action was heard in which Mr. Charles Holborough, of the Commercial Inn, Commercial Road, Hereford, sued Mr. T. St. George Fountaine, of Holmer, to recover the sum of £48 10s., being £47 5s. the amount paid on the purchase of a horse, and £1 5s. expenses incurred through an alleged breach of contract. Mr. Garrold appeared for plaintiff, and Mr. J. Corner for defendant.

Mr. Garrold stated, that in the previous August a man named Evans had agreed to buy some pigs from Mr. Fountaine, and as he had not the money to pay for them, he asked Mr. Holborough to go with him and pay for them. He did so, and the pigs were driven away. Whilst at Holmer, Mr. Fountaine asked Mr. Holborough if he did anything in horses, and Mr. Holborough said he occasionally bought one or two. Mr. Fountaine then said he had a very good cart horse for sale, and ultimately plaintiff inspected it. Upon going to back it in the shafts, he could not do so, as there was no belly-band on. Mr. Fountaine asked £60 for it, but ultimately accepted forty-five guineas. Plaintiff asked him for a written warranty, but he said he never gave one, and asked him to take his word as a gentleman that it was a good horse. The horse was delivered the same evening, and plaintiff requested defendant's man to have the horse shod. It was taken, and the blacksmith said it was a "shiverer." That was a peculiar disease—an infection of the hind legs that prevented the horse from backing. It was not only an

unsoundness, but an ailment which prevented a horse being a good worker. Mr. Holborough thereupon sent the horse back, and went next day to stop the cheque, but found it cashed. They, therefore, alleged that the contract was void—first, because the horse was unsound; and, secondly, because it was not a good worker.

Plaintiff was called and bore out Mr. Garrold's opening statement.

Cross-examined by Mr. Corner, plaintiff said that defendant stated the horse to be sound, and a good worker, but when he got it home it was found to be unsound. That was the breach of warranty he complained of. He did not allege anything else.

Edward Evans was called. He stated that he saw the attempt at backing, and heard defendant say that plaintiff could take his word for it that the horse was sound and a good worker. Having had his attention called to the horse by the blacksmith, he noticed that it had the "dimmy shivers."

Thomas Smith, blacksmith, said he was of opinion the horse had the shivers.

Mr. S. Beeson, veterinary surgeon, deposed to having examined the horse. It was subject to shivering. Shivering was an acute unsoundness.

Mr. Corner asked Mr. Garrold if he imputed fraud?

Mr. Garrold said he would not be cross-examined.

Mr. Corner submitted that he had no case to answer. Fraud was not alleged, or, if alleged, not attempted to be proved. The claim was one for damages for alleged breach of warranty. Where a specific article was sold, and there was no term in the contract that the purchaser might return the article, the purchaser could not return that article, and he was bound by the warranty given; and his only remedy was to sell the article and claim for the difference. He contended that the horse should have

been sold by plaintiff, who should then have brought an action to recover the difference. He quoted cases.

His Honour overruled the point.

Mr. Corner then opened the case for the defence, contending that everything had been done straightforwardly.

Defendant stated that he had worked the horse for two years in all gears, and had always found him satisfactory. Plaintiff had every opportunity of examining the horse. Plaintiff asked him to have it "vetted.," which he declined to do, and said he would take it as it stood. He never asked for a written warranty, nor did he say he could take his word as a gentleman that it was sound and a good worker.

Cross-examined: Mr. Dutton might have told him that the horse had the shivers. Mr. Prosser had the horse and returned it. He (defendant) bought the horse at Hanley Court as a "crabbed" one.

William Mould, waggoner to Sir Joseph Pulley, said he was formerly waggoner for Mr. Wall, Hanley Court. Whilst there he broke this horse in. It was an excellent worker. He never had any difficulty in backing him.

His Honour pointed out that the defendant himself had practically stated that he bought it knowing it had the shivers.

Mr. Barling, veterinary surgeon, said he examined the horse at the request of Mr. Garrold, on behalf of plaintiff, but was not called by him as a witness. The horse was a shiverer. It might, however, do good work, although sometimes with a little inconvenience to itself. In cases of horse dispute, the animal was always sold, and the difference sued for.

Cross-examined: The horse was unsound. The disease of shivering was one that, as a rule, got worse.

Mr. Carless, veterinary surgeon, said he agreed with Mr. Barling.

Mr. Corner then addressed the jury on the evidence, maintaining that there had been no misrepresentation, and Mr. Garrold replied.

The jury found for plaintiff, and a verdict was entered accordingly.

Watson v. *Snarry.*

ACTION AGAINST VETERINARY SURGEON FOR NEGLIGENCE IN PASSING HORSE WITH SPLINT AND SPAVIN AS SOUND—LIABILITY OF SURGEON.

This case was tried at the Newcastle Assizes, before Mr. Justice Day.

Mr. Waddy, Q.C., and Mr. Walton, Q.C., were for the plaintiff; and Mr. Tindal Atkinson, Q.C., and Mr. Cyril Dodd, Q.C., appeared for the defendant.

The facts of the case were that plaintiff, through his agent, Richard Gibson, of York, sent a telegram to defendant to go to Whinflower Hall, near Norton, and examine a bay gelding belonging to Mr. Charles Johnson. Defendant went and examined the horse, and sent a certificate, as directed by the telegram, to plaintiff, to the effect that, to the best of his judgment, the horse was sound, but that it had a bony enlargement on the near fore leg, and also a bony enlargement below the off hock, which he considered of no consequence. Plaintiff bought the horse of Mr. Johnson for £165, and it was delivered on the 5th December. Mr. Snarry examined the horse, and he heard no more about it till, on the 31st December, he had a letter from plaintiff's solicitors, threatening him with an action for negligence, and stating that the horse was unsound from a splint on the near fore leg, and spavins on both hocks. This was followed immediately by an action against defendant, claiming damages as above

stated. Mr. Snarry made application to the Court to have the case removed for trial to York, on the ground that it was a Yorkshire case, arising entirely in Yorkshire. An order was made by the Master to remove the trial to York, but this was reversed on appeal to a Judge; hence the trial at Newcastle.

Mr. Waddy said any man who undertook to perform a duty to another man practically warranted that he brought to it sufficient skill, and also sufficient care and watchfulness, to see that he did it right. Defendant held himself out to be a competent veterinary, and plaintiff, placing confidence in him as such, risked his money on his judgment, skill, and care, with the result, it was alleged, that it was proved that he either did not know what he was about, or did not exercise sufficient care. And plaintiff alleged that, in consequence, he was saddled with a horse—perhaps he had better say burdened—of the most disastrous character. He bought a horse, which was intended for a hunter, but which was scarcely fit for a cab horse, and the result was that plaintiff lost his money.

Plaintiff was called in support of his claim. His evidence was, that he got the horse on the 5th December, that he exercised it himself for two or three hours daily on the Newcastle Town Moor until the 15th December. He observed nothing wrong until that date, when he rode it ten miles on the road to Harlow Hill. He then found it to go lame. He left it at a farm of Mr. Bell's there to be schooled as a hunter. It was hunted the next day, the 16th, and went through a forty minutes' run. It pulled up dead lame after the run, and was taken to Mr. Bell's, where it remained until the 24th December, without being seen by any veterinary surgeon. It was then taken to Newcastle, to plaintiff's stables. On the 26th December, it was examined by plaintiff's veterinary surgeon,

Mr. Elphick, and on the 30th by another Newcastle veterinary, Mr. Hunter. Both certified that the horse was lame from a splint on the near fore leg, which, they considered, must have been there at least two months. On the 20th January the horse was sent to Edinburgh, and examined by Professors Williams and Whalley at the Edinburgh Veterinary College, both of whom were called for plaintiff, and also gave their opinion that the splint was of old standing. All the four veterinary surgeons stated that the horse was spavined on both hocks, and they considered they had been there twelve months.

Mr. Elphick admitted, on cross-examination, that the horse might yet go sound. Other evidence for plaintiff consisted of his groom; a friend, Mr. Bell, and his groom, and their evidence went to show that on the 15th and 16th December the horse became very lame. It was admitted that the horse was suffering from an extensive enlargement on the knee of the near fore leg. The horse was produced and shown to the jury.

For the defence it was admitted that defendant was employed to give his opinion as to the soundness of the horse purchased by plaintiff. He pronounced it to be sound, with an enlargement below the off hock, and an enlargement below the knee on the near fore leg, which, to the best of his judgment, were of no consequence. The horse was not unsound when he examined it, and had no blemish or fault beyond those mentioned. If there was any unsoundness, it was not apparent at the time, and was such that the defendant could not, by the exercise of ordinary diligence and skill as a veterinary surgeon, have discovered it; and the failure to discover it, if there was failure—which was not admitted—was not negligence on the part of the defendant. He denied that the purchase of the animal was effected on his opinion or certificate, as alleged. He was neither asked to give, nor gave, any

opinion as to its being at the time fit to be hunted, nor was he informed that the plaintiff was considering the purchase of the horse for that purpose. Mr. Atkinson proceeded to state that that action meant one of two things—either that defendant had no skill as a veterinary surgeon; or that, in the examination of the horse in question, he had been guilty of carelessness. If the defects spoken of were in existence on the 2nd December, they could not have escaped defendant's notice. The horse was an Irish one. Irish horses had coarse hocks, and the animal in question had coarse hocks, and not spavins. It was a young horse, and he suggested that the splint spoken of as having rendered the horse permanently unsound was caused by the work it did on reaching Newcastle.

The evidence for the defence was that the horse had been bought by Mr. Charles Johnson, at Horncastle Fair, on the previous 13th August. It was an Irish horse, with coarse hocks, and was passed to Mr. Johnson as sound by Mr. Howse, of Lincoln, a well-known veterinary surgeon. Mr. Johnson had the horse in his possession, and trained and schooled it as a hunter from the 13th August to the 5th December, and it was never lame during that time. The horse left Malton on the 5th December, sound and free from blemish, beyond what was mentioned. Defendant gave evidence himself in support of this, and also called Charles Johnson, Joseph Johnson, Walter Tinsley, a groom, Thomas Buckshaw, the well-known jockey, Foord P. Newton, horse dealer, and Robert Wilson, of Settrington, all of whom stated that, on the 5th December, the horse was perfectly sound and free from the blemishes complained of. Defendant's case was also supported by the evidence of the following veterinary surgeons: Messrs. Thomas Bowman, of Driffield; J. M. Axe, of Doncaster; J. R. Peele, of Durham; and Howse, of

Lincoln. The latter had examined it in August, and all of them had examined it at Newcastle on the 7th February, and again on the morning of the trial. They had all confirmed defendant's statement that the enlargement on the near fore leg was a splint and a sprain of recent origin, and they stated that they had seen, in their experience, greater enlargements of the same character thrown out in from seven to twelve days; that it was not only possible, but almost certain, that this enlargement had been acquired and thrown out after the horse had left Malton; and as to the spavins, they totally denied the existence of them at the present time, stating that the horse was free in his hock action, and merely had coarse hocks, like many Irish horses.

The judge having summed up, the jury found a verdict for plaintiff. His lordship gave judgment accordingly, with costs against the defendant.

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